App. F. IX-4

1933 (Secret) 268 1

File No. 15-33

Previous References

Serial Nos. 1-3

Later References
Law 15-33 - 4-13 ck
18-21

Preserve

GENERAL AND REVENUE SECRETARIAT

PRESERVED

Serial Nos. None

Part B for August 1933

SUBJECT.

Institution of a civil suit against the
J.C. Midford for taking possession of
properties of the Court of Judicial Mission at
Doddaballapur purchased by Govt.

Govt P 726-32 & 12-8-33 To Chief P.Pr Bangl
" " Dy Comr.

Authority is sought P. Pr. Bangl Dist P
to take action in consultation Bangl
with the Dy Comr Bangalore and Govt taking
Dist P. P. for the filing of the suit.

M.S. Iyengar
12/8/33

836

REPLY

(To be written on this margin.)

OFFICE OF THE
FIRST MEMBER OF COUNCIL.

Ecn 132-31

NOTE.

Dated 3rd September *1931*.

I understand that the Heart of India Mission is proposing to dispose of the building near Dodballapur for which an Educational grant was sanctioned.

The papers re sanction of the grant may be put up urgently.

Chief Secretary
with compliments.

EDUCATION BRANCH
4. SEP. 1931
836
GEN. & REV.

OFFICE OF THE
5 SEPT. 1931
No. 2356

2 – Edn file 40-26-38, & Edn Secs-27-8-7 relating to the building grant of Rs 10,000 & Rs 6000/- to the Girls & Boys' portions of the 'Children's Paradise' at respectively at Doddaballapur are put up herewith

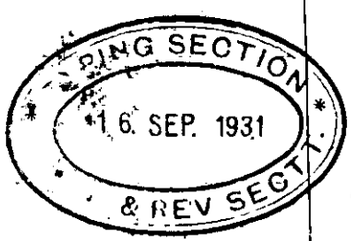
5.9.31

5) Please ask D.P.I. to report whether the buildings at present are being used for the purpose for which grant was sanctioned and what steps are proposed to be taken by the mission in case the authorities propose to dispose of the property

General and Revenue Secretariat:

File No. 132 of 1931.

Serial No.



1

To

The D.P.I.

NOTE 1142 S1.5

Request that it report whether the buildings known as the Children's Paradise at Dodda ballapur are being used for the purpose for which funds were lent and also whether Govt. understand that the authorities of the Heart of India Mission are proposing to sell the properties.

2

From the DPI no D, 1303-111 of 31-32 dt 28th Jan'31

States that it is reported that the 'Heart of India Mission' have no idea of selling the building known as 'Children's Paradise' at Dodda ballapur and that the 'Girls' Paradise is continued to be used as a Boarding school for depressed class girls & the few

NOTE—Contn. Sheet.

3)

(3)

2646

Edn File No. 132 of 193 1 | General and Revenue Secretariat

boys have forced from the Boys' Paradise & that information about the alleged abuse of the 'Boys' Paradise' has been called for & will be furnished on receipt

7. Subd with regn to members' minute on page 1 of the note

Mch 8/4 3.2 8) The funds may be awarded 8/4 Ce 2nd Mch

9) Ce 4/4

RR 4/2/32 Ce 4/2

From the DPI no D, 1803-III of 31.32 dy 14.3.32

States that there are only three boys & 10 girls in boys & girls portions of the Paradise that the three boys who take their food in the girls paradise, take their bed in the boys Paradise & that therefore the buildings known as the boys' paradise is only used technically & not at present & that the maintenance grants to these two portions have been stopped from 1st July 1931. & requests that it be informed. if the Management may be called upon to show cause why their std not-

OFFICE OF THE SECOND MEMBER OF COUNCIL 3 FEB. 1932 No. 6358

EDUCATION 5 FEB. 1932 GOVT. MADRAS

Recovery of grants paid towards the Cost of the Construction of the Chi Buildings

App. F. III—2]

General and Revenue Secretariat — File No. 3157 of 193 —

4

Serial No.

be taken for the realisation of the Govt grants paid for the construction of the buildings

(10) subd for orders with regd to para 4 supra

NDR — 8/4 — 2213/32 — 22.3.32. 11) D.P.I's proposal may be accepted Gen. Dept 28/3

12) I December 2/4

13) What legislation or management in this respect?

4.4.32

4/4

7/4

14) Subd. Kind regd is invited to C. 4 (ii) of the rules relating to grants to hostels.

Page 24 of the Grant in Aid Code. put up

15) If the building according to the Dir's report, is considered to not have been diverted to other purposes not approved by the Govt, then the Govt shall have a claim for a proportionate refund of the grant paid.

7/4/32 — 7.4.32 — 16) Gen. Dept 7/4

17) The question may be examined in the Law Secrett

Law Secrett 7/4 — 20/4

GENERAL SECRETARY. 29 MAR. 1932 No. 6470

THE COUNCIL 4 APR. 1932 No. 8332

GENERAL SECRETARY. 13 APR. 1932 No. 7687

GENERAL SECRETARY. 21 APR. 1932 No.

No. 1966a. Sheet

WD 02553—50,000—GPB—8/7-30

5.

4856/31

Edn File No. 132 of 1931. | General and Revenue Secretariat

18 Apart from the rules relating to-the grant-in-aid, information may kindly be furnished as to whether an agreement embodying the terms of the grant is taken at the time of fixing the amount. If so, ~~copy~~ the agreement or copy of it, ~~to~~ taken from "Heart of India Mission" in this case may kindly be furnished.

Edn Br)

291/Law

BNP 22/4

27/4

EDUCATION BRANCH 22 APR. 1932 GEN. & REV. SECT.

19 Draft Ruled

28/4 28.4.32 Secy 30/4

EDUCATION BRANCH 30 APR. 1932 GEN. & REV. SECTT.

10 The C.P.I.

4.

No E 4455/30 5/5/32

with reference to (3), I request him to forward a copy of the agreement, if any taken from the Heart of India Mission at the time of disbursing the grant.

Sd/-

From the DPI No D/1303-III of 31-32 S. 9/5

Forwards Copies of Agreements obtained from the management of the Heart of India Mission in connection with the payment of grants for the Cuddapah etc.

EDUCATION BRANCH 7 MAY 1932 GEN. & REV.

5608/32 P

Recovery of the grant paid for buildings in the name of Indian Musician

General and Revenue Secretariat

[App. F. III—2

File No. 393/32 of 193

Serial No.

325 Law

buildings for the boys & girls portions of the Children's Paradise at Doddaballapur 21. This may now be sent to the Legislative Law Dept. for their opinion as to the action to be taken as para 18 supra.

23/5 28/5

23) The agreements taken at the time of the grants enable the Department to recover the amounts or in default to enter into possession of the buildings, only if within the prescribed period, the buildings are "diverted to other than educational purposes approved by the Government." The Director's letter of 16th March 1932 does not show to what other purpose the buildings in question are now put to. It may be a little bit difficult to contend that a mere case of non user for educational purposes is a diversion contemplated by the agreements. They seem to require a positive user for other than educational purposes as a condition precedent before the penal provisions are put into effect.

24) There is however no objection in the Department pointing out to the management of these institutions that they are not fulfilling the objects of the grants and that in case no improvement is shown action may have to be taken & the management would be liable

NOTE—Contn. Sheet.

WD 70—GBPM—60,000—13-8-31

1. Recovery of the grant-in-aid paid to the Heart of India Mission for 1931.

Edn. File No. 132 of 1931.

General and Revenue Secretariat

to refund the grants according to the agreement. The further action to be taken may be considered after the reply of the management is received. 325 Land

Education Br) DRP 1/6/32

EDUCATION BRANCH 2 JUN 1932 GEN. & REVS.

Submd.
DRy 25) The D.P.I. may be informed accordingly 2.6.32. a 4/6 (Offr. para 11, 12 & 13)

Gen Secy

IInd Member RJ 9/6/32 a 10/6

OFFICE OF THE SECOND MEMBER OF COUNCIL 10 JUN 1932 No. 1034

26) Yes

27) Please take up the matter of amending the Grants agreement. Even if the building is not used at all, the lease must have to be enforced

RJ 11/6/32

RJ 11/6/32 a 10/6

From the DPI no D1 1303-111 of 31.32 dt 4th June 1932 and ex 7/6. Cmp

Please note that the Circumstances mentioned in the question of taking the properties to Govt Custody immediately may be considered as it is stated clearly in the DPI report that the two buildings are in a dangerous condition with cracks and in the absence of

5770 p83/ Recovery of the grant-in-aid passed to the Trust of Maria Mascia. (8

[App. F. III—2

General and Revenue Secretariat

File No. 132 of 193 1.

6 6

Serial No.

his needs are concerned.

28) Resolved for further orders.

29) For favour of further remarks, if any, in view of the circumstances now disclosed (Can Secy). 13/6

30) The D.P.I's letter of 16th March showed that both the portions of the Children's Paradise were used for educational purposes technically though not out of necessity. The facts then reported did were not sufficient to hold that the buildings were diverted for other than educational purposes.

31) In the D.D.P.I's letter of 27th May, it is stated that in addition to certain strangers claiming portions of this property, one person has occupied a block breaking open the seal of the Mysore Mu Edn Fund Assn. In Dr Vincent's letter of 11th May 1932 there is an admission that for want of funds, the Mission has been compelled to close down the institutions. These facts are sufficient to establish the diversion contemplated in the agreements and the Deptt can consequently take further action in the matter of recovering the grant or a portion of it as prescribed in the two agreements.

32) Under the agreement of 27th June 1927 relating to the grant of Rs 10,000/-, Govt may take possession of the building, if the amount demanded is not paid. The agreement of 26th June 1928 does not contain a similar provision. The only means of recovery under it

NOTE—Contn. Sheet.

WD 70—GBPM—60,000—13-8-31

Recovery of the grant paid to the Heard
₹770: 4160 Exs of the Indian mission
Doddabalapur

File No. 132 of 1931.

General and Revenue Secretariat

is therefore by means of a civil suit. Before any further action is taken, both the agreements require the Govt to determine what portion of the grant is to be refunded and a demand fixing a time A
within which it is to be paid is to be sent to the Mission.

Edr Br)

DPI
16/6.

33) 1. The D.P.I. may be consulted accordingly.
Gen. Secy 17/6

Jes. 11-6-32.

RB
17/6

34) Forwarded with compliments to the Director of Public Instruction in Mysore for favour of remarks.

By Command

21/6/32 For General Secretary

35) Returned with compliments. Govt. may demand the return of the sums granted by Govt., and after an interval of a fortnight or a month (The period is formal, since the original Mission has ceased to exist), stop the workings, & put them to whatever use

K.S. Subbaiah D.P.I.

36) 2nd may be 30/6/32

37) D.P.I. may be requested accordingly. Govt. desire the result within a month

RB 5/7/32

EDUCATION BRANCH
16 JUN. 1932
GEN. & P.

GENERAL SECRETARIAT
17 JUNE 1932
No. 2479

M-0-110-28
31-32
-1 JULY 1932

Office of the Director of Public Instruction in Mysore.

OFFICE OF THE SECRETARY TO GOVERNMENT
5 JULY 1932
No. 138

Accepting the bribery Known as Christmas Pantos 67

Serial No.

From the Supdt Weavt (8) 38)
of India Mission

Draft Rlcd. A letter from the Supdt Weavts of India Mission in the matter is also put up. The Supdt has offered that the properties may be taken possession of (and he wants a reply).

GENERAL SECRETARY 8 JULY 19[illegible] No.

39) Since the Supdt: himself is willing to hand over the properties, it is for orders whether the D.P.I. may not be requested to take them over & the Supdt: informed accordingly.

Gen. Secy

Returned from Gen. Sec's office for direct submission to Member as Gen. Sec. is on leave

40) But it is doubtful if the Superintendent of the Weavt of India Mission is able to put Govt in possn of these buildings, since according to this statement, they have been handed over already to another body, viz M.C. Edn 7th. There is no objection however in the D.P.I trying to get peaceful possession of the buildings, if possible.

Ed. Br.)

EDUCATIONAL BRANCH 11 JUL. 1932 G.A. & REV. SECTT.

41)

Lands (Lds)

42) Mr. J. R. Isaac (Fullers Mead) is I understand the President of the M.C. Edn Fund Mmte. Please send him a copy of Barkworth's letter regret him to hand over possession of the properties to the D.C. Pending confirmation from the Home Dept of the Secy of State, Madras, a decision on the use to which the properties will be put. Copy to D.C. also with Barkworth's letter.

OFFICE OF THE SECRETARIAT Council Section. 11 JULY 1932 No. 345

WD 50—GBPM—50,000—13-8-31

Re Company Mri Krishnaswamy Chetty's Paradise

Edn File No. 132 of 193 /

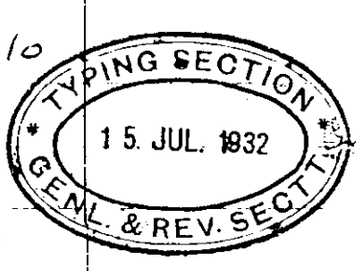
General and Revenue Secretariat

Two Drafts Sent

43) 8th 44) Issued

13/7 13.7.32. 14/7

To



The President-
Mysore Christian
(Asso)
No E 228 of 1917/32
in forwarding copy of 2E(9)
requests him to hand over
the properties to the D.C.
Bangalore pending confir-
mation from the Home Board
of the Mission and a decision
as to the use to which the
property is to be put-

The D.C. Bangalore
No E 226 of 1917
Forl copy of the above with
a request that a Report
may be sub^d to Govt after
taking possession of the
properties

To the D.P.I.
No E 227 of 1917
Forl copy of the above.

To Rev W. Burkwick.
No. 228 of 1917
With reference to 2E(8) informing
of the contents of 2E(10) & Govt
letter to the D.P.I.
No E 228-800 of 1917

Disposal of the Residence of the Resident in Mysore at Bangalore

App. F. III—2]

General and Revenue Secretariat — File No. 132 — 1/31 of 1931

Serial No.

45) For perusal
Dewan)

46) MS
20-7-32
RG.
21/7

DEWAN'S OFFICE. Cear. 20. JUL. 1932

Sus A. Remember to send in the first week in May 1932 (issued in 1933)

EDUCATION BRANCH 21 JUL. 1932

21/7

From the President, Mysore Y'day Son
Arrowsmith Bangalore

States that the Committee has authorised him to hand over the properties at Nandidrug originally belonging to the Heart of India Mission to the Govt. pending final decision as to the disposal of the property by the Govt.

47) The President was requested to hand over the properties to the Dy Com Bangalore in this office letter of 14.7.32 & append the attention of the President may be drawn to that Communication & he may be requested to hand over the buildings to the DC, Copies of the Communication being sent to the DC & the DPI.

E

NOTE—Contn. Sheet.

8M 27.9

WD 02553—G P B—50,000—8-7-30

27/9

13 "S. Children's Paradise"

1174

Encl[n] File No. 2-1/32 of 1931 | General and Revenue Secretariat

48) We will no doubt hear more proposals. The further report promised by the Dr. may be awaited

Gen. Secy

3/9

24 10/32

GENERAL SECRETARY
3 - OCT. 1932
No.

Serial No.

4. From Mr J C Midford to Sri Acharya making certain allegations against Dr. Paul Chinnappa & Mr Isaac in connection with the properties of the Heirs of Indra Mercen at Doddabalapur

From Mr J. Midford —
re Mr Isaac objection

by Dewan's orders on the letter
1st member with Compliments
for favour of disposal"
Init M.M.J

How does the matter stand
Init Kms
4/10

50

The previous petition presented to the Dewan by Mr Midford was forwarded to the A.D.S for disposal according to members orders. (Vide flag K)

Eor 24 C 32-3
Eor Dft 242-32

51 Mr Isaac has sent a Copy of his letter addressed to the Amildar of Doddabalapur by handing over the properties of the Heirs of Indra Mercen to them, as required by Govt. (This is to be submitted separately

(Secn. 1305
Assistant 11/10)

NOTE—Contn. Sheet.

MR
12/10

195

1366

2327/32
P

File No. of 193 . | General and Revenue Secretariat

52

Mr. Medford's contention is that the Govt. grant was given only for one building, the Boys' Stone unit, and that, therefore, the Minister was wrong in taking possession of all the buildings of the Mission.

53 As regards his allegations against Messrs Chinnappa & Lucas, these, as already pointed out in the previous Minute, are of a civil & criminal nature, for which Mr Medford should seek redress in a Court of Law.* There is one allegation, however, which may, perhaps, be enquired into departmentally. Mr Medford says that Dr Chinnappa misused his official position to molest him, that is, by enlisting the services of about 15 of his School master subordinates. If approved, the D.P.I. may be requested to report about this & also about the building or buildings on which Govt. have a hold

Gen. Secy 19/x

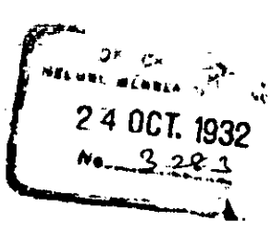
* In fact, he can file has filed a criminal complaint against Mr Lucas

RR 21/10/32

D.P.I.

24) will Mr Rees kindly report to Govt. these papers in detail & speak to me on the 25th

by 22/10/32



RM 24/10/32 4 P.M.

2442-932
P-932

D 1520

DEWAN'S MINUTE.

FILE No. 193

10 16

10

DEWAN'S OFFICE
No. 393
20. OCT. 1932

Secy. to Dept.

55

Obt. D
26.10.

Submitted
If this letter may just be sent.

Ste
Submitted of put up
of 6 Dec 32
if this papers is
25 Members assembled
by 4 May
26 Oct.

I wish you kindly put it up to H. H. Members.
It would be an excellent step for the State if we
could get the Y. M. C. A. to start a rural
Centre in the State.

SD/ We must try, make every effort & find
the expenses moneys required for it.

Dn
26.10.32

Subd.

D
26.10.

2nd Note)

26 OCT. 1932
No. 3257

SD/ The Minister's Secretary should kindly
enquire a note (on the file regarding him)
as to the position of [illegible] in respect of
these buildings?

Dn
27.10.32

SD/ The note is submitted today separately
in the file referred to.

2nd Member)

BNR
31/10

Serial No.

As directed I had been to Dodballapur on the 27th instant and inspected the buildings of the Heart of India Mission Band with the Amildar.

There are two blocks of buildings situate in different places, one block being almost a mile distant from the other. The block which was first built is situate on the Bangalore-Dodballapur Road and contains one large building known as "The Children's Paradise", the plan of which is to be found in the records of the Office of the Director of Public Instruction and is flagged "R". Near this building are two small buildings, which appear to have been built at the same time as the "children's Paradise". - These are (1) the Garage and (2) the servants quarters. A little further on there are two new ~~buildings~~ buildings built after 1927, one of them is the Hospital and the other is the Doctor's quarters or otherwise called a small Mission Bungalow.

The other block of buildings known as the "Boys' School and Hostel' is situate on a large area consisting of over 50 acres of land near the road leading to Devanahalli. This block consists of 6 buildings viz.,

(1) Mission Bungalow, now in actual occupation of Mr. J.C. Midford.

(2) Boys' dormitory and out-house

(3) a tumbled down servants' quarters.

(4) One out-house (Teacher's quarters.)

(5) Another servants' quarters (Head Master's quarters.

(6) A Chapel.

The site plan of this block of buildings is also among

NOTE—Contn. Sheet.

the records of the Director of Public Instruction's -- office and is flagged "S". In the site plan, however, a building called "class rooms" is shown between the Teachers' and the Head Master's quarters. This as well as the compound wall shown in the plan, have not been constructed at all.

63 The Heart of India Mission, through Mr. and Mrs. Eaton, the then Chairman and Vice-Chairman of the Mission applied for a building grant from Government in March 1927 in respect of the Girls portion of the "Children's Paradise". Government sanctioned a grant of Rs. 10,000/- in G.O. No. D. 188-189/Edn. 110-26-37, dated 17th June 1927 and payment of the grant was made after Mr. and Mrs. Eaton executed the agreement of 27th June 1927, Flag "W". In this agreement the grant is mentioned as having been "towards the cost of the educational building "Children's Paradise" in Dodballapur" and the Mission agreed that in case the building was at any time within 40 years from the date used for other than educational purposes approved by Government, the management had to refund such portion of the grant as may be determined by Government. It added that "if the management fails to make such refund, Government may summarily take possession of the building till the amount is refunded or recover the amount by such means as they may think fit". Seeing the plan and estimate submitted at the time of the application, it is clear that the building named in the agreement is the large building in the First Block mentioned above, which has the name plate . -

Serial No.

"children's Paradise" put on it. The other 4 buildings in this block or at any rate the two buildings, viz., the Hospital and the Doctor's quarters are not covered by this agreement of 27th June 1927.

64 Mr. Midford claims in this block these two buildings as having been purchased by him from Dr. Vincent on 1st July 1931. The Mysore Christian Education Fund, with the consent of Mr. Borthwic is reported to have handed over possession of the entire block to the Amildar. But I see that effective possession has been taken only of the large building known as the "Children's Paradise", by locking and sealing the door of the building. Neither the Hospital nor the Doctor's quarters have been taken possession of similarly. The Amildar told me that the Hospital was under lock and it had some things of Dr. Vincent and that he had not been given even the keys of this building.

65 Now as regards the other block known as the Boys' Portion, the papers leading to the sanction of the grant, show that a grant was asked for building a suite of class rooms and a compound wall and for certain buildings already constructed, viz., (1) Head Master's quarters (2) Teacher's quarters (3) School house or Hall (Chapel) (4) Boys' Dormitories. The estimate of these was put at Rs. 22,998-13-0. A grant of Rs. 6,000/- was sanctioned and payment was made after the execution of the agreement of 26th June 1928. The agreement mentions the grant as being towards "the Boys' School and hostel" at Dodballapur, but curiously enough does not contain any clause empowering Government to take possession of the property in case it

NOTE—Contn. Sheet.

WD 70—GBPM—60,000—13-8-31

is used for other than educational purposes. Under the agreement, Government can only recover " a sum representing such portion of the then market value of the said buildings as the grant above referred to bears to the estimated market value thereof on completion of the -- building now proposed namely Rs. × × × "

This is left blank in the agreement itself !!

66 In this block of buildings, Mr. Midford is actually in occupation of the Mission Bungalow shown in the site plan, (Flag "S".) This Bungalow is not included in the estimates sent before the grant, which cannot therefore have been given in respect of this building. Mr. Midford has also put ~~xx~~ his name plate on all the other buildings in this block and claims to have purchased it from Dr. Vincent. The Amildar said that he had received only symbolical possession of these buildings from Mr. Issac. None of these buildings had been locked and sealed by the Amildar. The buildings were all however vacant.

67 It remains now to consider the legal position of Government with respect to these buildings. Since the management of the Heart of India Mission has failed to use the buildings for the educational purposes intended by the grant of Rs. 16,000/-, the penal provisions of both the agreements can be put in force. But as has ~~xxxx~~ already been seen, the consequence of this is that Government can summarily take possession of the - - "Children's Paradise" only in the Girls' portion and may, recover the amount granted in respect of the Boys' -- portion. The agreement in the latter case created no lien in favour of Government, but only enables the --

Serial No.

Government to recover the money from the owners of the building for the time being.

68 It is again much open to doubt how these -- agreements can be said to create in favour of - Government, any interest in the property, since both the documents have not been duly registered according to law. The covenants may at best be convenants which bind only the parties to the -- agreement or perhaps transferees with notice.

69 This aspect of the matter does not, however, require further consideration in view of the fact that Government have got possession effective or ~~xxxxxxxxx~~ symbolical of all the buildings except the Hospital and the Doctor's quarters in the -- Girls' portion and the Mission Bungalow in the -- Boys' and such possession has been obtained with the consent of the Superintendent of the Heart of India Mission, Mr. Borthwic, who, the Amildar ~~hath~~ told me, holds a valid power of attorney from the - - American Head quarters. Mr. Borthwick says in his letter of 2nd July 1932 that after obtaining the sanction of his Home Board, he would take steps to vest in Government the right to make use of the -- property 'according to their discretion' If this is done and Government are vested with legal rights over the property, they can then evict Mr. Midford and ~~xxxxxxx~~ dispose of the buildings as Government please.

70 If, it is intended to evict Mr. Midford --

NOTE--Contn. Sheet

WD 02553—50,000—GPB—8-7 30

earlier, it is necessary to obtain proper authority from Mr. Borthwick. I ~~xxxxxx~~ learnt that Dr. Vincent on behalf of the Mission allowed Mr. Midford to occupy the Bungalow on a yearly rental of Rupee one and that Mr. Borthwick has necessary documents to show this. If this can be proved, there appears to be no legal impediment to evict Mr. Midford. The so-called sale deed of 1st July 1931 of which Mr. Midford seems to make so much cannot be legally proved to vest any title in him as it is an unregistered document; and even if he has obtained possession under that document he cannot resist eviction by his landlord. The document appears to be however no sale deed at all but merely a letter by Dr. Vincent to Mr. Midford, evidencing an agreement to sell. The contract has not been performed by Mr. Midford himself in that he has not paid the purchase money as agreed upon and got the sale deed executed. The entire transaction appears to be unreliable and Government can, I think, ignore this alleged sale and leave Mr. Midford to take such action as he may be advised in the matter.

7) Without ~~xg~~ getting the documents from Mr. Borthwick as suggested above, no further action can at present be taken in disposing of these buildings ~~xxxxxx~~ or in allowing them to be used by other institutions. Government can now only retain the possession taken by them with the consent of the owner and the Amildar would, I

Serial No.

187
Law

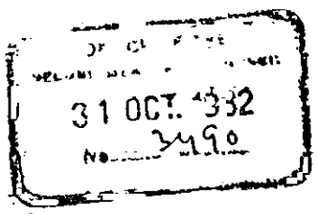
think, be well adivsed to have effective possession of all the buildings handed over to him by having them properly locked and sealed and if necessary by stationing in the premises a watchman to safeguard the property.

I have not been able to show this to the C.A, as he is otherwise busy in the Select Committee.

BNR
31/10.

12) Submitted for perusal and orders.

2nd member) BNR
31/10.



13) A letter from Mr Bortwick & its Encl. (copy power of attorney) are placed below. Please examine the latter & see whether Mr Bortwick, acting under this power, is in a position to legally transfer the ownership of these properties by sale or otherwise

Lee
L&A/11/32
L&A
1/11

14) The copy of the power of attorney sent by Mr. Bortwick is a general one to represent the Mission in all its work in India, & contains no authority to sell property. The rule of interpretation is that powers of attorney must be strictly construed. Where an agent has

NOTE—Contn. Sheet

23-24.

File No. of 193 . General and Revenue Secretariat

authority to act in matters of a particular nature, there is an implied authority to do whatever is necessary for the proper effective performance of his duties.
Authority to sell real estate must ordinarily be conferred in clear & direct language, or it is not lightly to be inferred from mere general terms. A power of attorney "to act in all my business & concerns as if I were present" or "to attend to the business of the principal generally" or "to act for him with reference to all his business" has been held not to give authority to sell land. Agents power to manage & to do acts relating to the management does not confer an authority to sell (1930 Patna 181).
75 Per the draft in question The appointment is as superintendent & this would mean supervision of the Mission work. Further the words to act for the Mission in all its work would mean to do all things as are necessary for the carrying out the objects of the Mission. To close down the work of the Mission & sell property

15 76 Nile

Serial No.

words not come within this.

It is desirable to make the power clear in respect of the authority to sell.

76 The necessary words are inserted in the proper places in red ink on the copy of the power sent by Mr. Borthwick.

First Member) 6/2/33

D.O. letter dated 30th Nov 1932 to Mr. Borthwick suggesting certain additions to the power of attorney held by him from the Heart of India Mission and making a tentative offer of Rs 2000 for the entire property owned by the above Mission at Doddballapur.

DO. letter dated 22nd Jan 1933 from Mr. Borthwick informing that the Trustees of the above Mission have accepted the Compensation of Rs 2000 from Government for the property at Doddballapur.

NOTE—Contn. Sheet.

WD 70—GBPM—60,000—13-8-31.

Serial No. 77

Subject.- Proposal of the National Council of the Y.M.C.A. to start a rural reconstruction centre at Dodballapur.

Reference.- Dewan's memo dated 26th Oct. 1932.

78 The proposal of Mr. Popley representing the National Council of the Y.M.C.A. in India contained in his letter to the Dewan dated 25th October 1932, is that the Y.M.C.A. should (such start) a rural reconstruction centre at Dodballapur with the aid of a subsidy from Government in the buildings constructed by the Heart of India Mission.

79 The position in respect of these buildings is clearly explained in the Deputy Commissioner Mr. Anantharaman's note dated the 24th November 1932. In view of Government's lien on these buildings, the Amildar under orders of Government has taken possession of the buildings (except one building in the Boys' unit which is in the occupation of one Mr.J.C.Midford). The properties belong to the Heart of India Mission and the Government are not competent to dispose of it. The Heart of India Mission is now willing to transfer their entire rights to Government on payment of a further sum of Rs.2,000 to the Mission (vide correspondence with Mr. Borthwick, the representative of the Mission). I think it is highly desirable to close their bargain with the Mission

Office of the Secretary to Council, 11 DEC 1933 No. 6556

NOTE—Contn. Sheet

WD 02553—50,000—GPB—8-7 30

2B

2442

File No. 15-2 D of 193 .

General and Revenue Secretariat

and obtain full control over the properties. If this is approved by the Dewan, steps will be taken to have the necessary documents executed. After that, the termson which the Y.M.C.A. is to utilise the building for a rural reconstruction centre can be settled. Meantime, they have been told in reply to a separate communication that they can have the use of the buildings for their rural reconstruction summer school in April next. (This involves Government in no financial responsibility).

DEWAN'S OFFICE 4685 13. 2 1933

Sub The Secretariat note referred on the note has been issued by Edn Branch (flag B)

ks
11.2.33

Dewan

RB
11/2/33

80) Jm
13-2-33

RB 14/2/33 ks

81

Sub for orders as to what further action has to be taken in the matter and whether the question has to be dealt with in this Branch or in the Edn Branch, as the question re: the grant of Rs 10000 to the "Children's Paradise" and another grant of Rs 6000 to the boys Portion of the "Children's Paradise" was dealt with in the latter Branch.

Secretariat 82 This seems to be a matter to be dealt with 16.2.33 in the Edn. Branch as has been done so far.

Edn Br

16.2.33

L

M

EDUCATIONAL BRANCH 2873 16 FEB. 1933 GEN. & REV. SECTT.

General and Revenue Secretariat

File No. Ger 132 of 1933.

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Serial No.

Subd. for orders as to the further steps to be taken

MRD 20/2 By 20.2.33: The Dir. may be informed that the Mission has agreed to sell the property to Govt. for Rs 2000/- & he may be required to get into touch with Mr. Bostwick & have the necessary documents for the sale executed.

Gen. Dept

21/2

GENERAL SECRETARIAT
23 FEB. 1933
No.

RR 24/2/33

2nd. MRD)

24/2

Mr. Bostwick might be told that Govt are prepared to buy the property of the Mission & the entire property & payment of a further sum of Rs 1000/- being the asked land at the rate decided.

By 25/2/33

RR 25/2

25/2

6.9.33

Letter from Mr Bostwick dt 23rd Feb 33 forwards copy of the power of attorney. Members orders thereon may be communicated to him &

Draft Sd.

Mr Bostwick's letter of the 25th is also placed in the draft put up by Sd.

MRD 28/2

28/2

MRD Kw 27/2

Typing Slip Sheet

TYPING SECTION
28 FEB. 1933

WD 02553—50,000—GPB—8-7 30

File No. 132 of 1931.

General and Revenue Secretariat

To

Mr. W. Borthwick.

No E 2973 of 2/3

23

In acknowledging the receipt of the Power of Attorney sent with your letter No 21 (A) dated 27th ult. Sales. Mal. Govt. are prepared to buy over the rights of the mission of the entire property by payment of a further sum of Rs 2000/-.

23 Cap

Yours Mr Borthwick. Dy 1/3/33

Sales Mead Mr Midford re selling away tiles & furniture of the boys' Home unit by the Children Protection at Kodaikanal - requests if he cannot be asked to stop doing such things & members orders on the paper

Please place in the file.

I hope Mr Borthwick has been written to about the offer said dead

A Copy of this may be sent to DC

Draft Dated 3/3

TYPING SECTION
2. MAR. 1933
L. & REV. SEC

3054

General and Revenue Secretariat | G.S. File No. 132 of 1931. | [App. F. III—2

Serial No.

24

To

The D.C. Bangalore Dist.

NOTE 2991 of 4/3/33.

Put for info[n] and necessary action. Copy of the 23rd inst. and addl. action is being taken to buy over the rights of the Mission in the entire property at Doddaballapur.

From the Addl. Mr. Borthwick. dy. 4/3/33

Request to be furnished with a draft sale deed & also information re the Stamp duty & Registration fees.

91 Sale deeds & the entire file of records may be sent only to the Govt. Advocate for favour of putting up a draft sale deed & furnishing them information required by Mr. Borthwick

(17)

92 e.g. whether the Stamp duty for the deeds is to be with reference to the total sum of Rs 18000, i.e. Rs 16000 (grant-in-aid payments already made) plus Rs 2000 now offered) or with reference to only the latter sum of Rs 2000/-

93 (A): This may perhaps be done.

MR 6/3

Gen. Sec.y) 6/3

94 Yes

95 Forwarded with Compliments to the Govt. Advocate for Kindly furnishing a draft sale deed together

NOTE—Contn. Sheet.

WD 0246 —GPB—15,000—22-8-32

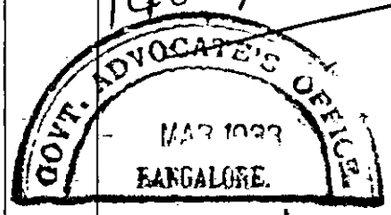
9 30) 31

Eon File No. 132 of 193 1. | General and Revenue Secretariat

Write the information required by Mr Borthwick

Narasimha
For Secy to Govt
8/3/33

Urno 1460 8/3/33



Eon 812/32-33
8.3.1933

Eon. Dis 138/32-3
22.3.33

96 Returned with compliments.

A draft sale deed is herewith enclosed as desired. As this is a conveyance, the Grantee i.e., the Government must bear the stamp duty according to Section 29(c) of the Stamp Regulation unless there is an agreement to the contrary. According to the proviso to Section 5, no duty shall be chargeable where Government would be liable to pay the duty.

97 If the agreement is that the Vendor should bear the Stamp Duty, it will have to be paid on Rs.18,000/- (A)

S. Nageswara Iyer
Government Advocate.
22.3.1933

98 CSN. Submitted for orders, re (A) above as to whether the Vendor (Mr. Borthwick) is to bear the Stamp-duty.

24/3

99) Further. The exact terms of

29

31 32

Serial No.

properties to be conveyed requires to be made clear.

100 It will be seen from the note put up by Mr N.A Jaya Rao after inspection of the properties, that there are main x buildings at Doddaballapur in the possession of the Head of Indian mission, besides the Boys Home unit & Girls Home unit besides the Construction of which just have and the aggregate, has opened a grant of Rs 16000,

101 From Rev Mr. Borthwick's letter to the Member, it appears that the entire property belonging to the mission is to be made over to Govt on payment of a fantasy sum of Rs 2000/-. But from the subsequent letter of Mr Borthwick dt 10.1.33 enclosing a Copy of Cablegram sent to America, it is seen that some body else "Y" is expected to purchase for Rs 2000 /- Certain properties belonging to this mission

102 It is therefore suggested for orders whether the entire property of the Head of Indian mission at Doddaballapur, is to be made over to Govt by Mr Borthwick on payment of a fantasy sum of Rs 2000/- or only the properties for which the Govt have paid an aggregate grant-in-aid of Rs 2000 16000/-

103 of all the properties of the Head

1. Garage
2 Dispensary
3 Mission building
4 Servants quarters,

E

NOTE—Contn. Sheet.

9/32/33

Edi File No. 132 of 1932

General and Revenue Secretariat

Q. Indra Menon ei to be the purchaser ~~but~~ by post it is for consideration whether the draft sale-deed furnished by the Govt. advocate (paras 2-4 requires any modification.

Ury Submd for orders

Gen. Secy) 25/3.

25/3 BM 26.3.32.

105

With the Jagatsco please speak to me

RG 28/3/32.

106 The Govt grant of Rs 16000/- was in respect of only some certain of the buildings forming the Girls & Boys units - Now what is going to be transfered is the entire property consisting of two blocks, with all lands, wells, trees & buildings thereon - The draft deed therefore requires slight modifn

107 Full schedules of properties have to be got from the auditor as instructed by the member.

BM 5/4.

108 A letter to the Auditor, Coimbatore has been sent through Mr. Bartlett.

BM 6/4

It has been revised in consultation with the Govt Advocate

BM 6/4

Mr. Bartlett has been requested to get the power of attorney duly stamped by the D.C. under sec 15(2) of the stamp Act

BM 6/4

34 (33)

Serial No.

109 The Amildar has sent the information called for. The sale deed has been retyped with the schedule duly filled in. Mr.Berthwick had it examined by his solicitor Mr.Graham. He raised no objections to its terms. In the interview they had with the Member on 10th April 1933, the Member was pleased to direct me to further examine the deed with respect (1) the possession taken on 1st October 1932 (ii) the enforecement of vendor's liabilities under the deed as arrears of land revenue and (iii) Mr. Midford's claims to the property.

110 In para 4 of the preamble to the sale deed it is stated that the properties have been delivered over to Government on 1st October 1932, in pursuance of the agreement to sell. As explained in my note of 31st October 193 effective possession has been taken only of some buildings in the Girls' portion and it is therefore not correct to say that Government got into possession of all the properties on 1st October. Moreover such possession was taken not in pursuance of any agreement to sell but to safeguard the rights of Government to recover the grant of Rs 16,000/- made under the documents of 27th June 1927 and 26th June 1928.

111 If the fact of Government's taking possession of some of the properties on 1st October 1932 has to be mentioned in the deed, it will be necessary to state the particular properties of which possession was taken and to indicate why possession of the remaining properties could not be taken. It is however undesirable to have any reference in this deed to the transactions which the

R.

'W'

NOTE—Contn. Sheet.

WD 0216 -GPB—15,000—22-8-32

Mission had with Mr.Midford or to the fact of Mr.Midford being still in occupation of some of the buildings in the Boy's unit. I would therefore omit all reference to the possession taken on 1st October 1932. This reference is unnecessary and its omission does not in any way effect the validity of the sale.

11 Clauses 2, 3 and 4 of the sale deed fully protect Government in case the title of the Mission to the property is in any way found to be defective. Since the Mission is however a foreign body, having perhaps no property in Mysore, the indemnity may not be easily enforceable and much less as an arrear of land revenue. This restriction as to procedure will be omitted. As far as is known, the title of the Mission to the property proposed to be sold is not in dispute, except as to - Mr.Midford's claim, which requires clearing up before the sale is effected.

12 Mr.Midford relies on an agreement to sell duly entered into with him by Dr.Vincent on 1st July 1931. This agreement is evidenced by a letter of the same date written to Mr.Midford by Dr.Vincent, whereby the latter has agreed to sell for Rs 10,000/- the entire property and has received an earnest of Rs 100/-, "the balance to be paid at a week's notice" - Mr.Borthwick has handed over two letters written by Mr.Midford on 28th August 1931 and on 20th June 1932 and it is contended that they practically put an end to the agreement of 1st July 1931. The letter of 20th August shows Mr.Midford's willingness to purchase only the Boy's Home and that too for Rs 3,000/-, while the

Serial No.

letter of 20th June 1932 indicates Mr.Midford's inability to pay the purchase money and to complete the transaction. He consequently expresses his willingness "to pay Re.1/- as rent per year from 1st January 1932".

Mr.Graham, solicitor on behalf of Mr.Borthwick, gave him a notice to quit to which Mr.Midford has sent in a reply dated 29th December 1932, wherein he tries to explain away his letter of 20th June 1932. He also states that the American Board have agreed to accept Rs 6,000/- only in full settlement of the price and that Government have also acknowledged the purchase by demanding the payment of Rs 6,000/- being the grant to the Boys' Unit. This is a misrepresentation. What Government agreed to was to relinquish their lien over this property if Mr.Midford paid back the grant of Rs 6,000/-. This he has not done till now and he cannot therefore claim any title to the property.

It appears to me that Mr.Midford is not legally entitled to the specific performance of the agreement of 1st July 1931 nor can he claim any interest in the building which is now under his occupation. He is moreover said to be almost a bankrupt and he is not in a position to perform his part of the agreement. Under these circumstances, once Government get full ownership over the properties by the proposed sale, the eviction of Mr.Midford from the premises is an easy affair.

With the modifications suggested above, the sale deed may therefore be approved. A copy of it will be sent to the Deputy Commissioner, Bangalore, for verification

NOTE—Contn. Sheet.

131/3623 Purchase of the Properties belonging to the Heirs of Andra 5174
Mission at Doddaballapur
3545

Ed^n File No. 132 of 193 1. | General and Revenue Secretariat

of the schedule and he will be requested to have a plan prepared showing the lands proposed to be transferred to Government under the sale deed. In the deed as drafted, it is the Deputy Commissioner that represents the Government and he can therefore get the document duly executed by Mr.Borthwick. As it can also be registered by the Deputy Commissioner as District ~~Magistrate~~ Registrar, he will be requested to take necessary steps towards the registration of the sale deed. As already noted by the Government Advocate, the deed is not liable to stamp duty and since usually the purchaser has to bear the costs of conveyancing, registration has to be effected at Government cost. A

117 Since in the deed the vendor acknowledges the receipt of Rs 2,000/- being the balance of the purchase money agreed to be paid, that amount has to be paid to Mr.Borthwick, before he can be asked to execute the document.

118 Submitted for orders.
2nd member) MG 11/4

Office of the Second Member of Council
12 APR. 1933
No. S.C.2.

119 A. This may be done -
(V^B) meanwhile will Secretary please suggest how Mr Borthwick can be found?
Ky 12/4/33

121) A.S. Please do so. RR 12/4/33. N 12/4

122) The sum of Rs 2000/- can easily be found from out of the Savings of about Rs 56,000, likely to occur in the Revised estimate of the Ed^l Budget grant for the Current Year: (Vide D.P.F.'s letter ref 5 Hrs/27 kept Secretly). Fin^l Concurrence may be also obtained.
Gen. Sec^y) N 13/4

Sub^d: - Issue to the Gen. Secy & rec^d instructions. N 12/4

Office of the Council
17 APR. 1933
Secretary

123) D^r N please do this RR 13/4/33 N 13/4

File 3041 13/4/33

File 124) A 1574 N 12/4

Purchase of certain properties of the Head of India Mission at Doddaballapur.

55 N 32 p 33

General and Revenue Secretariat

Es File No. 132 of 1931.

App. F. III—2

Serial No.

125) If the Dewan approves the purchase will be completed.

Dewan

5 N 2 ... 11. 1933 CE

lte 17/4/33

RB 17/4/33

17/4

126) M 18-4-33

ltr 19.4 M 19/4

127. Draft Sd, for appl.

MB, BR 19/4 19.4.33.

128) Gen. Sec'y thro' Asst. Sec'y, Law Section

M 20/4

129) I have put up a slightly revised draft

Gen Sec'y)

GENERAL SECRETARY'S OFFICE No.

OFFICE OF THE ... 21 APR. 1933 No. 8810

mp 20/4

130) I Member

ltr 21/4

131) What about the remedy the notice to Mr Midford? Have you heard from Mr B's lawyers? Draft impressn if the Govt's re: Mr Midford's non-deal

mp 21/4

lte 21/4/33

ltr 24/4

132) The Off may issue from the Gen Br today & the file returned to me for further Submn to the member.

Ed'l Br) mp 22/4/33

NOTE—Contn. Sheet.

133) Submd to the member in person

mp 20/4/33

WD 0246 -GPB—15,000—22-8-32

38

File No. 132 of 193 . | General and Revenue Secretariat

33

To

The D.C. Bangalore

NOE 3532 of 24/4

In continuation of ~~re~~ (24) ~~ft~~ a copy of the draft sale deed to be executed by ~~mr~~ Borthwick with a request that necessary action be taken by him to get the document duly executed & Registered "Draft sale deed with-in ~~re~~ payment of the balance of the purchase money viz ~~rs~~ 2000/- which has to be paid to ~~mr~~ Borthwick

To

The D.P.I.

NOE 3533 of 24/4

For copy of the above.

Some ~~the~~ Dy Com's no C 3671/32-33
dy 28th April 33

Draft deed ~~the~~ the schedule ~~with~~ sale deed ~~be~~ executed by ~~mr~~ Borthwick was ~~got~~ verified by the Amildar Dodda ballapur ~~the~~ one of the buildings situated in Survey no 86 which ~~has~~ ~~been~~ omitted it will ~~be~~ included in the schedule & requests that ~~the~~ sum of Rs 57 ~~for~~ towards Regn charges may be sent. ~~So~~ after the document

5521 23.39

Purchase of certain properties by the Govt of Bhopal State

General and Revenue Secretariat

[App. F. III—2

File No. 35 of 193 . / 3124

Serial No. 23

may be registered today at 3 p.m. when Mr Borthwick will be expected to come with his opinion.

134) The Govt. Regr. may also have to be instructed to include in the Estimates for the budget for additional sum of Rs 2000 proposed to be appropriated for this purpose out of the anticipated savings on the Estimates of the current year, a further sum of Rs 87. may also be reappropriated from the same source. i.e. in all 2087-

Besides, it may not be possible to have the document executed & registered today as the amount of Rs 2000 has to be paid to Mr Borthwick before execution of the sale deed. The proposal to reappropriate the required sum has been sent for orders of the members separately. It may perhaps take a few days more, before the Govt orders can be issued during the H. Dept.

35) If agd, the Deputy Com. will be requested to intimate Mr Borthwick to meet him for this purpose some day next week, so that he may be paid the balance of the purchase money also before he executes the sale deed. For orders

Gen. Secy, Thro' Asst. Secy (Genl)

28/4

Entered

Awaiting official from Mr. D.C. comm. office before come to terms with the letter

BPy 28.4.33

NOTE—Contn. Sheet.

BPy 28.4.33

28/4

0246 —GPB—15,000—22-8-32

3721

ES File No. 134 of 1931. | General and Revenue Secretariat

137) The Deputy Com^r reports that he has duly got the Schedule verified & has also got a plan prepared - It seems he has fixed up an engagement with Mr Berthwick today at 3 P.M for execution of the deed. The D.C. wants Rs 57 for registration expenses - he does not say anything about the balance of the purchase money viz Rs 20000 to be paid to Mrs Berthwick - Since orders re: reappropriation may take some time, it is not possible to get the deed executed now, if Mr. Berthwick insists on getting the money before execution - If however he is willing to sign the deed & wait for a few days more for the money, there is no objection in getting the deed executed & duly registered - The necessary regn expenses may now be met by the D.C. out of his office contingencies to be adjusted in due course -

First member) DMP 28/4/33.

138) LL 28/4/33

139) Draft reply to D.C. herewith put up may issue -

TYPING SEC

MMP 28/4

140) Issued 28/4

24 41 42

Serial No. 357

To

The D.C. Bangalore

No E 3598 dt 28/4/33

With reference to 2c (34) stating that the necessary expenses for registration may be met out of this office Contingencies to be recouped in due course and that Mr. Borthwick may sign (as deed now alone though he will have to wait for a few days more to get the balance of the purchase money viz Rs 2000/—.

Sd/

37 Dear Mr Borthwick dy 28th April 33

Forwarded copy of this letter from Dy Com Bangalore authorising the disbursement of the balance of the Rs. purchase money to Mr H Graham - 141) The Sale Deed is stated to have been ~~dated~~ signed & registered on the 28th ultimo.

Submitted for perusal ~~and~~

Sd/ 4/5 Sd 4.5.33. (142) (1st Member) Sd/ 4/5

OFFICE OF THE FIRST MEMBER OF COUNCIL 5 MAY 1933 No. 9229.

NOTE—Centre Sheet.

WD 0246 —GPB—15,000—22-8-32

Sd/ 5/5 Sd/ 5/5

3885

From the Dy Com. no C2 3671/82-83 38

Dy 5th May

State that the sale deed according to the furnished by us was registered on the 28th & for the registered sale deed, with a Copy of the power of Attorney & a plan for record — & request that arrangements may be made to for the payment of the balance of the purchase money from Graham Solicitor for the Mission —

(2nd) Send. the Orders issued separately requesting the DSP to plan this case at the Disposal of the Dy Com. the letter also being intimated accordingly. no action is necessary on our part of the Dy Com. 5 Cal.

This for orders where the sale deed has to be kept. It may perhaps be sent to the State Register by for safe Custody.

(3rd) Meanwhile the Asst Sec Law Dept wants all these papers for taking action for evicting the Mission. What is in possession of certain properties now bought over by us.

These papers may be sent there

MR 10/5 10.5.83.

(4th) Asst Sec Law Section, with Compts. 1/5

G.R.S. III—3]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

Petition of Mr J.C. Medford—

Proceedings - Collector, Madras

Mr Medford has applied to Govt for permission to buy over the hospital building for the accommodation of Museum at Doddaballapur, the premises he now occupies as Museum.

Govt are now finally settled to buy over the properties of the Museum. The draft sale deed has been forwarded to Govt for favour of perusal by the Asst Secy Law Dept here with their observations.

Mr Medford alleges that he has erected buildings on the properties & has stated therein that once the Govt passes full rights on the properties, it is easy for Govt Mr Medford. In these circumstances it is for orders if any notice should be taken on this petition of Mr Medford

Asst. Secy, Law, may perhaps be consulted again.

27/4.33

27-4-33. Asst Secy. (Law Section) with Compts

27/4

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

Notice to Mr. Midford to quit, etc.

G.R.S. III—3] 3614 5356

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

No action at present is necessary - As soon as report is received of the execn of the Sale deed by Mr Borthwick, notice may be sent through the Govt Advocate, to Mr: Midford to quit. If peaceful possession cannot be had by the Revn authorities, a suit will have to be filed against Mr: Midford - Mr: Midford has no case of success in the Civil Suit, I think, assured -

GENERAL SECRETARY'S OFFICE
1 MAY 1933
No.

Gen Secy) MP 28/4

4) I Member) 4/5 1/5

5) Sec 2/5 4/5 3/5 2/5

6) A Copy of letter from Mr Borthwick to Govt has been recd here - Sd separately It is seen therefrom that Mr Borthwick has signed the sale deed & got it registered also - N.B. - Should routine notes be written on small slips, the notes must be copied or slips pasted on this form. They may now be sent to the Asst Secy Law Section for recd of further action

OFFICE OF THE FIRST MEMBER
1 MAY 1933
No. 9092

*Asst Secy Law Section) 4/5
with Compts.

MP 8/5 8.5.33. 8/5

Serial No.

151) The entire file with the Sale deed duly executed by Mr. Boothroyd may kindly be sent for further action being taken

Asst Secy Ed'n Br.
with compts

4.5.33

Ed'n Br 4/5/33

EDUCATION BRANCH 5 MAY 1933 GEN. & REV. SECT.

~~Draft Sale Deed~~ (~~Exec~~

8.5.33

152) Sale deed ~~exec~~ executed separately & the whole file is sent herewith.

Vide linked file 132-33

Asst Secy Law 4/5/33

153) with compts

L.O.V.O. p 60 of 32-33 11/5/1933

GOVT. ADVOCATE'S OFFICE 11 MAY 1933 BANGALORE

154) Forwarded with Compliments to the Government Advocate for favour of advice regarding the procedure to be adopted to evict Mr. Midford from the premises ~~he is occupying~~ in the Boy's Home unit at Doddaballapur.

B.O.

Boregadaa
For Gen Secy to Govt
10/5/33.

D.O. Dy 10-5-32-33 dt 11.5.1933

D.O. Dy 155-32-33 dt 15-5-33

Returned with compliments.

155) A reply may be given to Mr. Midford that his contentions are false and untenable and that he has no right to the property and that Government by their purchase are entitled to the same. He may also be informed

NOTE—Contn. Sheet.

47

5756

File No. of 193 . | General and Revenue Secretariat

informed that if he fails to deliver possession to Government, he will be sued in a Court of law without further notice.

156) A civil suit for possession will have to be filed if Mr. Midford fails to deliver possession to Government ~~xxxxx~~according to the notice.

S Sivagnanam Jr
Government Advocate.
15.5.1933

CSN.

157) The Govt Advocate himself may issue the notice on behalf of Govt. If approved the file will be sent back to him for the purpose.

You say)

I Number

158) This might done after Committee, where Govt to effect ~~Govt~~ peaceful delivery without a lawsuit

159) Office

160) Def sent up

161) Issue

OFFICE OF THE FIRST ME... No. 9.6.17

TYPING SE... 23 MAY ... GEN'L. & REV. SECT.

Serial No.

27

To,

The D.C. B'lore

No. P. 6085 d 23.5.33 requesting to take immediate steps to obtain possession of the properties from Mr. Midford.

Sus A 26/5/33

16?) First Member's minute in the linked file bearing D. No. 661 "a report of action taken may be called for from the D.C."

15?) Dft put up. Linked file will be returned to Edt. B 15? 21/6

Issue. Return both the linked files

16?) pnl 27.6.

Issued no. P. 6673 d 29.6.33

[illegible] F.D. JUN 27 1933 GOVT SECT

Sus A 30/6/33

XX 16?) A letter from Mr: Issac of the 20th inst is received today. Please put it up with a draft to the DC as therein ordered by the Member.

pnl 7.7.33

NOTE—Contn. Sheet.

Mr. J.R. Isaac, Secy Y.M.C.A.
Letter dated 5.7.33 intimating that
Mr. Midford has been Canvassing to Doddabetta
Tour, and spreading false rumours
about the his purchase of the property
for Rs 6000/ etc

166) " a copy of this may be forwarded
to D.C. with a request to see, that
these people do not trespass into any
part of the property. also enquire
what has been done in the matter
of obtaining peaceful possession of the
property from Mr. Midford

(sd) K.M.
4/7/33.

167) Take immediate action

(Sd) N.A.
7/7

168) Sub? with a dft to issue DC's line accordingly
ISD
7/7

169) Issue todg

pmf
7.7.33

Issued no. P.141 dt 7.7.33.

OPINI...

Sec A
10/7/33

126/P 28 C O

General and Revenue Secretariat | File No. Lein 15 of 193 3 | [App. F. III—2

Serial No.

28

From,

The D.C. Bijnor.

No. C2-3671/32-33 dated 7th July 1933 stating that Mr. Midford has declined to vacate the buildings and give possession of the same and that legal action will have to be taken against him for obtaining possession of the properties.

17a) Submitted for orders with reference to paras 158-166 Supra

ISD 10/7

17b) Refer para 158 supra — Now that the D.C. reports that it has not been possible for the Assistant to obtain peaceful possession of the properties from Mr. Midford, legal action will have to be taken against the gentleman —

17c) As suggested in para 157 above, The Govt Advocate will, if approved, be requested to issue a notice on behalf of Govt. If the notice is also not heeded to, a suit will have to be filed.

First Member) 10/7/33

17d) Yes, Empty 11/7/33

11/7

OFFICE OF THE FIRST MEMBER OF COUNCIL 10 JULY 1933 No. 270

NOTE—Contn. Sheet.

WD 0246 -GPB—15,000—22-8-32

51

Ram File No. 15 of 1933

General and Revenue Secretariat

17) Forwarded with Compliments to the Govt Advocate for issue of a notice to Mr: Mulford.

M Govindrao
for Secy
4.7.33

G.O.No.P 842/32 dt 11/7/33.

Dy 29/33-34 dt 12.7.33

17a) Returned with Compliments.
A copy of the notice issued to Mr: Mulford is enclosed herewith. –

M Rangaswami Ag, Jr
18.7.33.

GENERAL SECRETARIAT
18 JULY 1933
No.

Rec. Dy 8/33-34 dt 18.7.33

16) Submitted for perusal.

19/7

Statement

17) 19/7

mm 19/7/33

19.7.

GENERAL SECRETARIAT
18 JULY 1933
No. Law

OFFICE OF THE FIRST MEMBER OF
19 JULY 1933
No. 607

mm 19/7

Sent 26/7/33

Dos 40

5 2

BY REGISTERED POST
ACKNOWLEDGMENT DUE.

17th July 1933.

29

29

J. C. MIDFORD, ESQ.,
Guddadahalli Village,
Doddaballapur Taluk.

xxx

Dear Sir,

I am instructed by the Government of Mysore to write to you as follows :-

That the Government have purchased from the Heart of India Mission Band their property near Doddaballapur by virtue of a Registered Sale Deed dated 28-4-1933 and that they were put in possession of all the properties comprised in the said sale deed, except the Bungalow in the Boys' Home Unit which you are in possession of.

That though you were called upon to vacate and hand over possession of the same to Government, you have been putting forward untrue allegations and you have been refusing to deliver possession of the same to the local officers who were directed to take possession of the said property on behalf of Government; and that your possession is wrongful and unauthorised and that you are not entitled to continue in possession of the same.

Please therefore, take notice that if you do not vacate the building above referred to before the 1st August 1933 and hand over possession of the same to Government, you will be sued for - relief in a Court of Law without further notice and that you will be held liable for all the costs &c., which Government will be obliged to incur thereby.

I trust,

53

I trust that you will not give room to such unpleasantness.

Yours faithfully,

Sd/- A. R. NAGESVARA IYER.

Government Advocate.

CSN.

"C o p y"

M Nageswara Iyer

Govt. Advocate.

Properties relating to Head of Undue Influence on [illegible] Doddaballapur.

General and Revenue Secretariat — House File No. 19 of 1933 — [App. F. III—2

Serial No.

From

The Dir of P.I

No. D1. 1303 - III/31-32 dated 31.7.33 requesting to return his office files of record, cases and [illegible] relating to the sanction of building grants for the Children's parties

The Govt. Advocate

No. 74 dated 7.8.33 forwarding a copy of the letter dated 31st July 1933 received from Mr T. Siddalingaya, Advocate, Doddaballapur in reply to the registered notice issued to Mr. Jc. Midford.

Copy of the reply to the notice is submitted for perusal. A civil suit will have to be instituted against Mr. Midford.

It is for orders whether the office files of records called for by the Dir of P.I. hence to may be returned

TSD 8/8

These records will be required for filing the suit. They may not be returned now

MP 9/8

The filing of a civil suit against Mr Midford may be sanctioned. The value of the property of which possession is to be obtained through Court being more than Rs 2,500/-, the suit may be instituted in the Sub Court Bangalore. The PP, Bangalore may therefore be engaged in the case.

(Govt Secy) - MP 9.8.33

I Member

LTM 9/8

9/8/33

MP 9/8

GENERAL SECRETARIAT 9 AUG. 1933 No.

OFFICE OF THE FIRST MEMBER OF COUNCIL 9 AUG. 1933 No. 1195

NOTE—Contn. Sheet.

WD 70—GBPM—60,000—13-8-31.

5 228

File No. of 193 . | General and Revenue Secretariat

Subject: Draft to the PPr. Bline.

ISD 10/8 Last

It would be rather difficult for the PPr to prepare a plaint in this case unless the whole of this file is sent. This is therefore forwarded to the Public Prosecutor Bangalore with a request that he may after studying the papers, prepare a draft plaint

Please put up a G.O (Off) as instructed.

DRP
10/8/33

Dft G.O. and a letter returning the records to the D.A.G. are subt for appn

ISD 10/8.

Issue

DRP
10/8

TYPING SECTION
11 AUG. 1933
GEN. & REV SECTT.

To,

The PPr. Bline
" Dy. Bline
" Dy of P.G.
" Comptroller to Govt
" Govt. AD.

G.O. no. P. 728-32 Law 15-33-3 dated 12.8.33 Sanctioning the institution of a Civil Suit against Mr. Joe Rod Ford.

Serial No.

To,

The Dir. of P.I.

No. 723 dated 12.8.33 returning his office record.

B
12/8/33

NOTE—Contn. Sheet.

WD 70—GBPM—60,000—13-8-31

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(Continuation sheet draft form.)

WD 72—GBPM—500—15-7-31

Sir,

I am directed to request you will be so kind as to ascertain & report at an early date whether the building known as the Children's Paradise at Doddabalapur in respect of which Govt sanctioned an aggregate grant of Rs 6000/- as building grant, are being used for the purposes for which the grant was sanctioned. I am also to add that Govt understand that the authorities of the Theatre of India Limited are proposing to sell the premises.

I have &c

for Chief Secy

Ce 17/9

Rise Go nos: i) D 188-189 Edn 40-26-37 & 17/4/27

ii) D 83-84 Edn 245-27-1 & 2/6/28

5-36

E.1112-1918-5 33

Ep 132-31-1

The Director of Public Instruction in Mysore,

Bangalore.

I am directed to request you to be so good as to ascertain and report at an early date whether the buildings known as the

x. Vide Government Order Nos.D.188-189/Edn.40-26-37 dated 17-6-1927 and (2) D.83-84/Edn.245-27-7 dated 2-6-1928.

'Children's Paradise' at Doddaballapur, in respect of which -- Government sanctioned an aggregate building grant of Rs.16,000/- are being used for the purposes for which the grants were sanctioned. I am to add that Government understand that the authorities of the Heart of India Mission are proposing to sell the properties.

I have the honour to be,

Sir,

Your most obedient servant,

For Chief Secretary to Government.

Edn. 116.]

Postal Address:—POST BOX No. 6
Tel Address:—EDUCAGEN, Bangalore.

EDUCATION BRANCH
29 JAN 1932
GEN. & REV. SECTT.

Department of Public Instruction,

Government of Mysore.

No. *D1.1303-111/31-32*

OFFICE OF THE DIRECTOR OF PUBLIC INSTRUCTION IN MYSORE,

Bangalore, dated..28th..January..1932.

ENCL.

RECEIVED
28 JAN 1932
SECRETARIAT

FROM

N. S. Subba Rao, Esq.,M.A.,Bar-at-Law,
DIRECTOR OF PUBLIC INSTRUCTION IN MYSORE,
BANGALORE.

To

R. Ranga Rao, Esq.,B.A.,B.L.,
General Secretary to the Government of His Highness
the Maharaja of Mysore, Public Offices, Bangalore.

SIR,

With reference to your letter No.E.1142 Edn.dated 18th September 1931 calling for certain information re the alleged sale of the building known as "CHILDREN'S PARADISE", Dodballapur, I have the honour to state as follows:-

A sum of Rs.800/- or so is due from the institution to a certain contractor of Dodballapur who was supplying articles of food stuffs to the Children's Paradise. He sued the "Heart of India Mission" in the Munsiff's Court at Dodballapur and petitioned the Court to attach the entire property of the Mission worth about Rs.30,000/-. This contractor said in his plaint that the Mission was trying to alienate its property to the Wesleyan Mission and he was therefore anxious about his own dues. Dr. Vincent, now in charge of the Mission, subsequently presented an affidavit (an extract of which is enclosed herein) to the Court in which he has denied the statement. Subsequently the case - came up for hearing and Dr. Vincent again reiterated his statement - given in the affidavit and the Superintendent of the Wesleyan Mission Mysore also gave evidence that the Wesleyan Mission had absolutely no intention of purchasing the property of the Heart of India Mission. Thereupon the Munsiff released the property from attachment.

The District Educational Officer, Bangalore, reports that he met Dr. Vincent in this connection and that the latter assured him that he (the Doctor) had not the least idea of alienating the properties nor could he do so even if he had the intention unless the American Mission Board in America approved of such a plan. It is also reported that the District Educational Officer has made Dr. Vincent clearly understand that in the event of any alienation or of the building not being used for the purpose for which a grant was given either the Government grant would have to be returned or the building would be taken possession of by Government under the rules.

As regards the utilisation of the buildings, it is reported that the Girls' Paradise is continued to be used as a Boarding School for Depressed Class girls and the few boys transferred from the Boys' Pradise. Information about the utilisation of the Boys' Paradise has been called for and it will be furnished on receipt in this office.

I have the honour to be,
Sir,
Your most obedient servant,

M. S. Subba Rao
Director.

Extract from the Affidavit given by Dr. Vincent, Superintendent of the Heart of India Mission Band, C & M. Station, Bangalore.

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90)

In the Court of the Munsiff at Dodballapur.

Plaintiff		*Defendant*
Rumale Papanna	*Verses*	*Dr. A.R.B.Vincent, Superintendent of the Heard of India Mission Band, C & M. Station, Bangalore.*

The Defendant states on solemn affirmation as follows:-

1. The Defendant denies the facts stated by the plaintiff in his affidavit and denies that he was about to dispose of the whole or any part of the property under attachment to the Wesleyan Mission with the intention to obstruct or delay the execution of any of the decree that may be passed against the Mission in the Plaintiff's suit.

2. The Defendant also states that as far as he knows the - Wesleyan Mission have not the slightest intention of taking over or purchasing any of the Mission properties at Dodballapur, nor have they intimated to him any desire to do so.

3. The Defendant states that he has no power nor authority to sell or transfer or hand over any properties of the Mission without -the consent or the permission of the American Board. Further the American Board of the Mission never instructed the Defendant to sell these properties; nor has he asked for any permission or authority to sell or dispose of these properties.

Sd. Allan Vincent
Superintendent.

Copy

MS.

K. Siva Rao
Director.

Ed. 5116]

Postal Address:—POST BOX No. 5
Tel. Address:—EDUCAGEN, Bangalore.

GENERAL SECRETARY. 17 MAR. 1932 No. 8 a

EDUCATIONAL CONFERENCE 17 MAR. 1932 GEN. & REV. SECTN.

62 34

Department of Public Instruction.

Government of Mysore.

No. D 1 - 1303-111 of 31-32.

ENCL.

OFFICE OF THE DIRECTOR OF PUBLIC INSTRUCTION IN MYSORE,

Bangalore, dated 14th March 1932.

16 MAR. 1932

FROM

N. S. SUBBA RAO, ESQ., M.A., BAR-AT-LAW.,
DIRECTOR OF PUBLIC INSTRUCTION IN MYSORE,
BANGALORE.

To

Ep. 132-31-3

R. Ranga Rao, Esq., B.A., B.L.,
Offg. Chief Secretary to Government,
Bangalore.

SIR,

In continuation of my letter No. D1- 1303-111 of 31-32 dated 29th January 1932 submitting a report regarding the alleged sale of the buildings known as "Children's Paradise" Dodballapur, I have the honor to - state that it is reported that there are only 3 boys and 10 girls in the boys and girls portions of the Paradise and that the 13 children take their food in the Girls Paradise but the boys take their bed in the boys Paradise. It is therefore clear that the building of the Boys' Paradise though made use of for sleeping purposes by a small number of boys is only used technically and not out of necessity.

The strength of the two portions of the Paradise which was 74 at the time of sanctioning the building grants has reduced itself to 13 and the Management do not appear to be keen on improving the same. Moreover, the maintenance grants sanctioned to the two portions of the Paradise have been stopped from 1st July 1931 and the Management have not pressed for its continuance.

In the circumstances, I request you to kindly let me know whether the management of the institution may be informed of these facts and called upon to show cause why action should not be taken for the realisation of the Government grants paid for the construction of the - -

buildings.

I have the honor to be,

Sir,

Your most obedient servant,

Deputy Director, For Director,
(absent from station).

CS., 14/3.

GOVERNMENT OF MYSORE

Public Offices

6.4.32.

Dear Mr. Srikantia,

The entire property consisting of two blocks, one in Basettihalli village and the other in Mechalli Guddadahalli village belonging to the Board of India Mission is proposed to be conveyed to-you by Mr. Borthwick. A draft sale deed has been prepared & given over to the gentleman for due execution. The deed however requires the Schedule to be filled in. For that purpose, please furnish the necessary information regarding the various S. Nos. constituting both the blocks, their extent,

65

and assessment, if any, the number of buildings standing on these blocks, ~~The~~ any gardens, wells or appurtenances relating thereto the information may be sent through Mr Berthwick himself to avoid delay.

Yours truly
D Nyegaard

J. Strachan Esq Bir
Amsterdam,
Dordabellapura.

66 36

THIS INDENTURE MADE the ..... day of ..... One Thousand Nine Hundred and Thirty Three between the Heart of India Mission Band, a California Corporation, represented by William Borthwick, son of ..... and residing at ....., its Superintendent, Agent and duly constituted Attorney under a Power of Attorney dated the 9th day of September 1932, hereinafter called the Vendor which expression shall include all its successors, representatives and assigns, of the one part and the Government of His Highness the Maharaja of Mysore represented by the Deputy Commissioner, Bangalore District hereinafter called the Government, of the other part;

WHEREAS at the request of the Vendor, Government have granted to the Vendor a sum of Rupees Sixteen - Thousand in the aggregate, towards the construction of a portion of ~~the properties more fully described in the Schedule hereto annexed~~, on terms and conditions appearing in two documents dated the 27th June 1927 and 26th June 1928 between the Vendor and Government;

WHEREAS the Vendor is now liable to refund to Government the aforesaid sum of Rs.16,000/- for which Government have a lien over the said properties;

AND WHEREAS the Vendor has agreed to sell and convey absolutely ~~the aforesaid~~ all three properties more fully described in the Schedule hereto annexed to the Government for a consideration of Rs.18,000/- (Rupees Eighteen Thousand only out of which the Government are authorised to appropriate Rs.16,000/- in satisfaction of what is owing by the Vendor to Government and has in pursuance thereof delivered possession of the properties to Government on the 1st day of October 1932;

NOW THIS

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. That in pursuance of the said agreement and in consideration of the sum of Rs.16,000/- only (Rupees Sixteen Thousand only) which Government have appropriated towards their dues as aforesaid and a further sum of Rupees Two Thousand only now paid by Government to the Vendor, the receipt of which the Vendor hereby acknowledges, the Vendor as sole and beneficial owner hereby conveys, transfers and - assigns to Government absolutely and by way of sale all the properties more fully described in the - Schedule hereto annexed and every part thereof.

2. The Vendor hereby covenants with the Government that he has full power to convey the properties hereby conveyed or expressed so to be ~~xx~~ to Government and that there are no encumbrances, charges, demands, claims etc., of whatsoever - description on the said properties or any part thereof.

3. The Vendor further covenants with the Government that the Vendor and every person - deriving title under him shall from time to time and at all times at the request of the Government but at (his or) their cost do and execute or cause to be done and executed all such lawful assurances, acts, deeds and things whatsoever for further or more perfectly assuring the property hereby - expressed to be conveyed to the Government.

4. The Vendor shall keep the Government

always

377

always and effectually indemnified against all actions proceedings, costs, claims and demands whatsoever in respect of this transaction and Government shall be entitled to recover any loss or damage that they might suffer in respect of this transaction as an arrear of Land Revenue.

IN WITNESS WHEREOF the Vendor has set his hand and Seal the day and year first written.

SCHEDULE.

x x x x

x x x x

Signature of Vendor.

Witnesses:-

1.

2.

"D r a f t"

Government Advocate.

CSN/22.3.33

D.O. No. 33
32-33

38

Taluk Office 69
Doddaballapur
Dated 7th April 1933

Dear Sir

With reference to your letter dated 6th instant addressed to Mr. Y. Srikantaiah in the matter of furnishing some information relating to Heart of India mission at Hebbal Gudadenhalli of this Taluk I write to state that the information wanted by you have been collected from the respective Shanbhogues through the Revenue Inspector and is herewith sent through Mr. Borwick for kind information.

Yours sincerely
S. Muniswamappa
Tahsildar

N. R. Jayarao Esq. M.A.L.L.B.
Assistant Secretary
to Govt
Bangalore.

[illegible]

57 — [illegible]

Heart of India Mission

					Assessed Taxes.								
					Irrig.		Do.		Unassessed		Total.		
					Dry.	Cash.	Dry.	Cash.	Dry.	Cash.	Dry.	Cash.	
20			67		10-2	16-00					10-2	16-00	2 wells, Mango trees, seege, Tamarind trees and fuel trees.
			68		6-6	10-0-0					6-6	10-00	Bungalow, and fuel trees.
			69		9-21	15-00					9-21	15-00	Jaell trees, Mango trees, fuel trees, Church building, one Boys unit building, out house 2 dilapidated building without roofing 1.
			70		6-15	12-2-0			0-8	1-4-0	6-23	14-00	Dilapidated mud wall, Mango, Honge, and other fuel trees.
			71		22-0	30-00					22-0	30:00	Nil —
			86		1-22	3-00	1-18	5-00			3-0	8-00	—
	T. C. Coal Edwards Class	2 wells			55-26	86-12-0	1-18	5-00	0-8	1-4-0	57-12	93-00	
									Local cess.			5-13-0	
									Education cess.			2-14-6	
									Irrigation cess.			0-6-3	
										Total		102-1-9	

Liebenzell
R. S.

A. Venkatachalam
Schoolmaster.

S.No	எண்கள் பற்றி	உரிய பொருள்	வழங்கு பற்றி	Remarks
67	குறிப்பிடப்படாத எண்கள்	S. Nos. 68, 69	S. No. 66	குறிப்பிடப்படாத எண்கள் S. No. 67
68	S. No. 67	S. No. 69.	S. No. 66	S. No. 88
69	S. Nos. 68, 67,	S. Nos. 70, 7	S. No 66	
70	S. No. 69.	S. No. 71.	S. No 71	S. No 88
71	S. Nos. 69, 70,	S. Nos. 72, 73, 74	S. No. 63	S. Nos. 87, 88
86.	S. No. 85,	S. Nos. 78, 79, 80.	S. No. 87	S. No. 81

Appendix F G—1]

SUBJECT .....

.....

.....

404

Section Estt

File No. 132-31

Serial No. 4

Diary No. of letter replied to .....

No. 4453

To The D.P.I.

Sir,

General and Revenue Secretariat

( )

the *193*

With reference to correspondence ending with your letter no D, 1303-III of 31.32 dated 18th March 32 requesting to be informed of the management of the 'Children's Paradise' Kodaikanal may be called upon to show cause why action should not be taken for the realisation of the Panchayat funds paid for the Construction of the buildings. I am directed to request you will be so good as to forward a copy of the agreement if any taken from the Head of Indian Merchant at the time of the disbursement of the funds. I have the honour to be Sir, Your obedient servant

Date of issue 5.5.32

Signed by M.V.C.S. Varma

List of enclosures .....

Copied by .....

Examined by .....

30/4

BM 28.4.32 MVR 28/4

Forwarded

WD 71—GBPM—40,000—20-7-31.

Edn. 133]

Postal Address:—POST BOX No. 8.
Tel. Address:—EDUCATION, Bangalore

All replies to communications should be addressed to the Director of Public Instruction and not to any officer by name.
In all communications this office No. in full should be quoted.

DEPARTMENT OF PUBLIC INSTRUCTION.

GOVERNMENT OF MYSORE.

EDUCATION BRANCH
3932
20 MAY 1932
G.S. & C.V. SECT.

OFFICE OF THE DIRECTOR OF PUBLIC INSTRUCTION IN MYSORE.

No. D 1[illegible].1303-111 of 31-32 Bangalore, dated 18th May 1932

19 MAY 1932

Encl Seven

Edn 132-31-5

From N.S.Subba Rao, Esq., M.A., Bar-at-Law,
The Director of Public Instruction in Mysore,
Bangalore.

GENERAL SECRETARY 19 MAY 1932 No.

To

H.V.Ramaswami, Esq., M.A., B.L.,
Offg. General Secretary to Government,
Bangalore.

Sir,

With reference to your letter No. 4453/Edn. 132-31-4 dated 3rd May 1932, I have the honor to submit herewith copies of the two agreements obtained from the Management of the Heart of India Mission, in connection with the payment of grant for the construction of buildings for the Boys' and Girls portion of the Children's Paradise at Doddaballapur.

I have the honor to be,
Sir,
Your most obedient servant,
[illegible] 18/5/32
Office Assistant
for Director, absent from Station

4 2 96

We, the members of the Heart of India Mission Band, Dodballapur whose names are entered in the margin and whose signatures appear at the foot hereof, hereby accept the building grant of Rs.10,000/- (Rupees Ten Thousand) sanctioned by the Government of His Highness the Maharaja of Mysore through the Inspector General of Education in Mysore, in Government order No. D. 188-189/Edn. 40-26-37 dated Camp Mysore 17th June 1927 towards the cost of the educational building "Children's Paradise" in Dodballapur, Bangalore District, and in consideration of such grant we hereby jointly severally and on behalf of our successors in office and owners for the time being of the building referred to above agree that if the building for which the grant has been sanctioned is prior to the expiration of forty years from the date of payment of the grant, diverted to other than educational purposes approved by the Government the management shall refund such portion of the grant as may be determined by Government. If the management falls to make such a refund Government may summarily take possession of the building till the amount is refunded, or recover the amount by such means as they may think fit.

Dates this Twenty-seventh day of June A.D. One thousand nine hundred and twenty-seven.

Sd. E.G. Eaton,
Mrs. E.G. Eaton.

Sd. E.G. Eaton,
Sd.Mrs.E.G. Eaton,

In the presence of witnesses: Sd. Amrit, A.
S. Anantharamiah.

"Copy"

Jagannatha Rao
18/5/32
for Director of Public Instruction
in Mysore, Bangalore.

AGREEMENT. 4377

We, whose names are entered in the margin and whose Committee of management:- signatures appear at the foot hereof, hereby accept the special grant of Rupees Six thousand only sanctioned by Government through the Director of Public Instruction in Mysore for the Boys' School and Hostel at Dodballapur in the District of Bangalore in the Director of Public Instruction No. D.130-B dated the 18th of June 1928 and in consideration of such grant we hereby jointly and severally and on behalf of our successors in office and the owners for the time being of the premises now to be occupied by the said school and Hostel agree that if the School and Hostel are at any time hereafter abolished or the buildings thereof diverted to other than educational purposes approved by Government, Government shall be paid by the owner thereof for the time being a sum representing such portion of the then market value of the said ~~Ex~~ buildings as the grant above referred to bears to the estimated market value thereof on completion of the building now proposed namely, Rs. The decision as to what is the market value of such buildings at such future period shall rest with the Government of Mysore. The above provision shall cease to have effect at the expiration of 30 years(thirty-years) from the date hereof without prejudice, however, to any right that may have accrued to Government prior to the expiration of such period.

Sd. E.G. Eaton.
Sd. Mrs. E.G. Eaton.

Dated this 26th day of June one thousand nine hundred and twenty-eight.

Sd. by the said. Sd. E.G. Eaton, Sd. Mrs. E.G. Eaton.

In the presence of Sd. G. Gandom,
Sd. Mrs. E. Samuel.

Copy"

Rajamatha Rao 18/5/32
for Director of Public Instruction
in Mysore, Bangalore.

S 770/31
1/6/31

44

78

Edn. 116],

Postal Address:—POST BOX No. 6
Tel Address:—EDUCAGEN Bangalore

Department of Public Instruction.

Government of Mysore.

Caution

No. D 1 ½ 1303-111 of 31-32.

OFFICE OF THE DIRECTOR OF PUBLIC INSTRUCTION IN MYSORE,

ENCL.

Bangalore, dated 2nd June 1932

FROM

GENERAL SECRETARIAL 4 JUNE 1932 No.

EDUCATIONAL BRANCH - 7 JUN. 1932 GEN. & REV. SECTI.

M. S. SUBBA RAO, ESQ., M.A., BAR-AT-LAW
DIRECTOR OF PUBLIC INSTRUCTION IN MYSORE,
BANGALORE.

Edn 132-31-6

TO

H.V.Ramaswami, Esq., M.A., B.L.,
Offg. General Secretary to Government,
Bangalore.

Law 6/6 SIR, RJ 4/6/32

In continuation of my letter No. D1. 1303-111 of 31-32 dated 19th May 1932 submitting copies of the agreements obtained from the Management of the Heart of India Mission in respect of the grants paid towards the construction of buildings known as Boys' and Girls' portion of the children's Paradise at Doddaballapur, I have the honor to submit herewith 4 copies of letters received from Dr. A.Allan B. Vincent, Mrs. F.A.Young addressed to the Secretary, Mysore Indian Christian Education FundAssociation and letter No. nil dated 27th May 1932 from the Deputy Director of Public Instruction, Bangalore.

S 732 20/5 Law Secn

It will be seen from the copies of the letters that there is a certain amount of want of understanding as amongst the members of the Mission only and that the transactions are therefore open to suspicion. The question of taking the properties to Government custody immediately may therefore be considered and orders issued early as the Deputy Director of Public Instruction reports that the two school buildings are in a dangerous condition and will come down in the absence of immediate attention.

The main file is required to the Law Section for opinion. This may be sent thereto in connection with a request to return the same

Encls. 2/6 Law Secn. 8/6

I have the honor to be,
Sir,
Your most obedient servant,
M S Subba Rao
DIRECTOR

99

5770/p

The main file (DNO: 3932/Edn) was returned to the Edn Br on 1st June 1932 above, as evidenced by the Prodn Br DNO: 5608/p.

Edn Br)

RMP
9/6/32

45 60

Copy of D.O. letter number nil dated the 27th May 1932, from Dr. S.P. Chinnappa, M.A., L.T., ~~xxxxx~~ Deputy Director of Public Instruction, Bangalore Division, to the -- Director of Public Instruction in Mysore.

The Heart of India Mission at Dodballapur seems to have come to an end. For some time past, this Mission have, I under stand, been carrying on negotiations with other foreign Missions to hand over their properties at Dodballapur in order that their successors may continue to run the Boys' and Girls' Schools, known as "Children's Paradise." Not having succeeded in their attempts, they handed over charge of their properties, pending the approval of the Director of Public Instruction, to an indigenous association known as "The Mysore Indian Christian Education Fund Association" on the 11th May 1932. A copy of the letter written by Dr. Vincent to the Director of Public Instruction regarding the transfer was given to me informally. I understand that the formal execution of the transfer deeds will take place after the approval of Government.

Meanwhile, it has been brought to my notice that the title deeds of the property are not with the authorities of the Heart of India Mission who handed over the possession to the Mysore Indian Christian Education Fund Association, that the people who have these deeds are trying to take possession of the properties, that a third person is claiming portions of the property, while a fourth person is occupying a block breaking open the seals of the Mysore Indian Christian Education Fund Association. I am inclined, therefore, to think that disputes regarding the property are likely to arise.

The Department of Public Instruction has given Rs.16,000/-, (Rs.10,000/- to the Girls' Home building and Rs.6,000/- to the Boys' Home Building) as building grants to this Mission. Besides these two buildings, there are a number of other buildings

46 -61

buildings in the premises. I do not think that the two school buildings put together are worth Rs 16,000/- or anywhere near it in their present condition as they are very dangerously cracked and are likely to come down.

I request to be immediately informed of the action to be taken to safeguard the interests of Government in virtue of the fact that a grant of Rs 16,000/- has been made to the Heart of Indian Mission for the buildings, since they are no longer to be used by that Mission for the purpose originally intended.

An early reply is solicited.

B Jagannatha Rao
For Director. 2/6/32

MGN

47 .82

Copy of letter dated the 11th May 1932, from Dr. A.A.B. Vincent, M.B., Ch., B., 9, Cunningham Crescent, Bangalore, to the Director of Public Instruction in Mysore, Bangalore.

It is with great reluctance that I am addressing you on a subject which is most painful to me personally and to the other members of the Mission which I represent. I refer to the Girls' and Boys' Homes situated at Dodballapur.

For adverse circumstances and other reasons which are best left unsaid, over which we have no control, there has been a considerable shortage in donations from both America and England which unfortunately has necessitated our closing down both these schools which have been under our control for the past few years and which we are now compelled to close down.

We have been approached by the Mysore Indian Christian Education Fund Association, who have been in existence for the past 12 years, with the object of continuing the Boys' School as a residental school, purely for the sons of Mysore Indian Christians who have promised to continue this noble work.

As we are perfectly satisfied with their assurances, we have this day transferred our properties in Dodballapur; namely, The Girls' Home and Boys' Home for which you gave us a grant of Rs. 16,000.

We trust this act on our part will receive the support and approval of your Government.

MGN.

B Jagannatha Rao
For Director.
21/6/32

48 68
Mrs. M. A. Young

Copy of letter dated the 16th May 1932, from ~~Dr. A. C. B.~~ Vincent, M.B., ~~Ch.B., C/o Cunningham Crescent~~, ~~Bangalore~~, to Mr. Z. John, Secretary, M.I.C.E. Fund Association, Commercial Street, Bangalore.

With reference to my letter of May 11, 1932 in which I handed over to you as Secretary of the above Association certain properties belonging to the Heart of India Mission at Dodballapur, I beg to state the following:

1. This was simply a temporary arrangement pending Dr. Vincent's approval, since I have no power of attorney to act upon in behalf of the mission.

2. Dr. Vincent has documentary evidence which will prove that all the furniture of the said properties were made over to Mr. J.C. Midford more than three months ago; therefore, it - was never our intention to hand over these to the Mysore Indian Christian Ed. Fund Association. Mr. Midford and I made this clear in a personal conversation to Dr. Chinnappa.

3. Dr. Vincent had no intention to hand over the Hospital to the above-mentioned Association. I mentioned this to Dr. Chinnappa and the others who were with him when I wrote the May 11th letter mentioned above. He asked me to hand it over temporarily in order to avoid Mr. Platt or any one else from - seizing it for their own use.

In view of the above mentioned facts, I ask that you kindly remove the seals that your Association has placed on the - doors of the Missionary Bungalow of the Girls' Home and permit Mr. and Mrs. Midford to remove my personal belongings that I left in my room in their care.

Thanking you in anticipation, I am.

Rajamantha Rao 2/6/32

MGN for Director.

"We do testify that the Father sent the Son to be the Saviour of the World"

Heart of India Mission Band

International

Incorporated

American Board :
S. C. BEILHART, *President*
V. J. JACQUES, *Secy.-Treasurer*
626, N. Michigan Ave. Pasadena Calif.

PUC 167 Interdenominational 5 JUL. 1932 GEN. & REV. SECTT. I

2nd July 1932 FFF Bangalore

The Secretary, Mysore Government

Sir,

With reference to the property of above mission at Doddballapur the H. I. M. B. has suffered financially within recent years being no longer able to run the Boys and Girls Schools, handed over the properties concerned to the Mysore Christian Educational Guild. I now understand that there is likelihood of this association being unable to run the schools without financials and. Therefore I feel that the best course for me to take is to hand over the properties to the Mysore Govt. asthat they may use it in the best way according to their discretion. I am advising our Home Board to take this step.

Pending the sanction we whild like Government to take possession of the properties concerned ale

(1) Girls Home including mission Bungalow.
(2) Boys Home "

Kindly let me know if you approve of this step

I am, Sir

Yours obediently

(Rev.) W. Barthwick

Superintendent, Heart of India Mission

P.S. of course we should like the properties in question to be devoted to those purposes for which it was originally designed

Appendix F G—1]

49a — 50 S.S.

SUBJECT .....

25/4

Section Ep

File No. 132-31

Serial No. 10

Diary No. of letter replied to .....

No. E 275

To The President

The Mysore Kisan Educational

Land Association

General and Revenue Secretariat

( )

the 193 .

Sir,

I am directed to

Date of issue 19.7.32

Signed by Mr C.E. [illegible]

for transmission a Copy of

letter, dated 22-7-32 from the Superintendent, Head of

Indian Mission, suggesting that

the Christian Paradise Bungalow

at Doddaballapur may be

taken possession of by the Govt

of Mysore. I am directed

to request you to be so good

List of enclosures .....

as to arrange to hand over

Copied by .....

mentioned in the above letter

to the Revd Sahib

Examined by .....

Commr Bangalore for perusing Confirmation

WD 71—GBPM—40,000—20-7-31.

66

from the Home Bd of the ~~Head~~ ~~of India~~ Marine & a decision as to the use to which the property is to be put.

I have the

[initials] 14/7

For Genl Secy

~~276 – 67~~
~~267 – 268~~ 276/Genl

Copy to ~~the~~ DC with a copy of the letter from the Supdt. Head of India Marine with a request that a report may be ~~made~~ submitted to govt after taking possession of the properties.

B.o. [initials] 14/7
For Genl Secy

~~277~~ ~~267~~ 277/Genl Copies of the above to the DPI ~~and for information~~ with refn to his ~~your~~ ~~letter~~ memo no. ~~No.~~ No 206 of 6th July 1932.

B.o.

[initials] 14/7

For Genl Secy

[initials] 13/7

[initials] 13.7.32

Appendix F G—1]

SUBJECT .....

.....

.....

General and Revenue Secretariat

( )

the 193 .

Section Es

File No. 132-31

Serial No. 1

Diary No. of letter replied to .....

No. E 278

To

Rev. Bornmick
Supdt. of Dharmapuri
Mission C/o Postmaster
Bangalore

Date of issue 19.7.32

Sir,

With reference to your letter
of 2nd July 1932 addressed to the
Secretary to the Government of Madras
I am directed to state that a copy of
your letter has been forwarded to
the President of the Mysore Relief
Fund Association and the
Mysore with a request that
the properties may be handed
over to the Deputy Commissioner
by your
Confirmation from the Home Board

Signed by .....

List of enclosures .....

Copied by .....

Examined by .....

66

and a
d/ decision as to whether the
the property is to be part
and to request you to kindly advise
the Municipal Council Ootacamund
to hand over the properties to
the deputy Com. as early as possible

Thanking you

Yours faithfully

14/7

279 Copy to (1) the Bangalore

280 2) the Govt

15/7

Yours faithfully

18/7

13.7.02

In all future communications please quote
No C.2-358/32-33.
Enc

Tel. Address.—"DEPCOM"
Post Box No 34.

OFFICE OF THE DEPUTY COMMISSIONER,
BANGALORE DISTRICT.
CAMP CLOSEPET.
Dated, ~~Bangalore~~, the 23rd August 1932.

EDUCATION BRANCH 29 AUG. 1932

FROM.

K. V. Anantaraman, Esq., B.A.,
Deputy Commissioner,
Bangalore District.

Ed 32-31

To

GENERAL SECRETARY 27 AUG. 1932 No. 60

R. Ranga Rao, Esq., B.A., B.L.,
General Secretary to the Government of Mysore,
B a n g a l o r e.

SIR,

Subject:—

Adverting to your memo No. E. 276/Edn. 132-31 dated the 15/19th July 1932, forwarding a copy of letter addressed to the President, The Mysore Christian Educational Fund Association, Bangalore, by the Government and calling for a report after taking possession of the Children's Paradise buildings at Dodballapur, I have the honour to state that it has been reported by the Amildar, Dodballapur, that the buildings in question are at present in charge of Dr. Paul Chinnappa who is said to be the President of the Mysore Christian Educational Fund Association, Bangalore City and that a reference has been made to him to see that the buildings are handed over at once as directed by the Government. The Sub Division - Officer, Dodballapur has also written to say that he has also written to Dr. Paul Chinnappa demi officially on 20-8-1932 to expedite the handing over the possession of the buildings in question to the - Amildar, Dodballapur Taluk inviting his attention to the letter No. E. 275 Edn. 132-31-10 dated the 15/19th July 1932 addressed by the Government to the President, The Mysore Christian Educational Fund Association, Bangalore. As soon as the buildings are taken possession of, I shall write to you again in the matter.

OFFICE OF THE MINISTER FOR EDUCATION 7 SEP. 1932

I have the honour to be
Sir,
Your most obedient servant,

Deputy Commissioner,
Bangalore District.

Sub for perusal
Further report from
the D.C. may be awaited.
RRB 31.8.32 8/9 31.8.32 6/9
SRD/23-8-32.
Sec. to Govt. 8/9/32 RRB 8/9/32 6/9

YOUNG MEN'S CHRISTIAN ASSOCIATION

GENERAL SECRETARY'S OFFICE
CENOTAPH ROAD
Bangalore City 90
September 22, 1932.

To

Ex. 132-31-12

The General Secretary to Government
Bangalore,

0419

(6) produced in O.S. 33-34 by the plaintiff

OCA 117 BANGALORE 24 SEP. 1932

From

The President,
Mysore Christian Educational Fund Association,
Bangalore.

Dear sir,

FEB 12 1935 BANGALORE

I am in receipt of your communication No.E.275 Edn.132-31-10 Enc. dated 15/[illegible] 1932 with reference to the Children's Paradise Buildings which originally belonged to the Heart of India Mission and now in the possession of the Mysore Christian Educational Fund Association. My committee has authorised me to hand over the properties to the Government pending final decision as to the disposal of the property by the Government.

I have the honour to be,
sir,
Your most obedient servant,

PRESIDENT,
Mysore Christian Fund Association.

YOUNG MEN'S CHRISTIAN ASSOCIATION

91

W 1132-31-13

GENERAL SECRETARY'S OFFICE
CENOTAPH ROAD
Bangalore City

October 1, 1932.

GENERAL SECRETARY 4 OCT. 193 No

EDUCATIONAL STANDING 130 4 OCT 1932 GEN. SECRETARIAT

The Amildar,
Doddballapur Taluk.

Dear sir,

I have the honour to hand over to you the following buildings at Doddballapur which we inspected this morning, which were handed over to the Christian Educational Fund by the Heart of India Mission:-

1134 3/67 (RA) dt 31

A : The Girls' Home Buildings.

1. The mission bungalow with the girls' dormitory and school rooms,
2. The small mission bungalow,
3. Servants' quarters,
4. Garage,
5. Girls' Home dispensary (locked),
6.

B : The Boys' Home buildings.

1. The Chapel,
2. An outhouse,
3. Servants' quarters,
4. Boys' dormitory and outhouse,
5. Tumbled down building,
6. Mission bungalow (occupied by Mr. Midford for rent.)

(7)

RECD 12 1932 addressed by plaintiff's Counsel 77/33-34 BANGALORE

I am handing over the keys of these buildings to your charge.

I have the honour to be,
sir,
Your most obedient servant,

PRESIDENT

GENERAL SECRETARY 17 OCT. 1932 No

Copy to Mysore Christian Educational Fund.

The General Secretary
to Government, Bangalore.

G.R.S. III—3]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

50

53

Subd. for perusal. (Re mani file is before the Secretary)

11/10

Put up with the mistake rectified

14/x

Subd. as directed with my file

18/10

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

(11) 5334 G.2

produced by the plaintiff in O.S. 77/33-34 Adv.

Guddadahalli Village,

Doddaballapur.

5th October 1932.

EDUCATION BRANCH 5 OCT 1932

Received & letter from Mr. Clifford C 9/x

The Secretary,

General Development Department,

Mysore Government, B a n g a l o r e.

= = = = = = = = =

E/Edn 132-31-14 FEB 12 1935

Sir,

With reference to my interview with you on the 3rd instant about handing over the Boy's Unit to Government through the Amildar. As explained, this Unit - or single building measuring 150 feet by 25 feet is attached to the Boy's Home consisting of several other buildings and abou 57 acres of land, which I purchased from the Heart of India Mission Band on 1-7-1931 by a Contract of Sale with possession in my favour executed by the Legal Representative of the said Mission, for the agreed sum of Rs.10,000/- towards which I paid as earnest money Rs.100/-. The purchase price of Rs.10,000/- is as follows:--for the Boy's Home Unit above Rs. 6,000/- (which sum was subsidised by Government), Rs.3,000/- for the other buildings and land and all furniture here, at Girl's Home, Mission Bungalow attached thereto and Hospital, Rs.1,000/- for Hospital, Doctor's Quarters and Mango Tope. For the first time I approached Sir Mirza M. Ismail Kt., B.A., C.I.E., O.B.E., on 16-7-32 for the purchase of same (Boy's Home Unit) at a reasonable price as it is built on the land sold to me and he kindly promised that he would consider my offer of purchase. The payment of the purchased price to the Mission will be effected by me after I receiv further concessions which have been recommended to the American Board. VIDE. COPY OF SALE DEED AND LIST OF FURNITURE ATTACHED. No 1 & 2.

2. For various causes only the Girl's Home and Boy's Home Unit wa transferred by the Mission on the recommendation of Miss. Young and myse

P.T.O.

2. 574 (11) 3543 to 39

to an Association calling themselves THE MYSORE INDIAN CHRISTIAN EDUCATION UND ASSOCIATION, of which Dr. Paul Chinnappa represented himself to be the Vice-president, Z. John the Hon. Secretary and K. Mathan, Esq., B.A., the President. When the last named gentleman was mentioned we all naturally thought that the whole thing was gnuine. The transfer took place on 11=5=32 in favour of Z. John the Hon. Secretary.

FEB 12 1935

3. When I went to remove my furniture on the 14th May 32 I was prevented from doing so by Dr. Paul Chinnappa and 15 or so of his School Master subordinates who came there in force at his bidding. Dr. Chinnappa had the audacity to palm me off with ~~the~~ a few articles of my own furniture the following day. It was made quite clear to him by Miss. Young and I that all this furniture was mine.

4. Dr. Chinnappa also represented to us that the Platts intended to occupy all buildings(including those which I have purchased) by force as soon as Miss. Young's back was turned and for this reason he urged her and~~xx~~ I to give his Association a immediate temporary possession of all the other properties (in addition to those transferred to them) as a safe-guard against their attacks for forcible occupation as he put it. We were both misledd by his subterfuge consequently, and relying on his Christian integrity she allowed him temporary possession of the Hospital and Doctor's quarters while I gave him temporary possession of the Church and Two Cottages only on my premises until we were free and safe from the alleged attacks of Platt and Company. My wife and I are living alone here in this isolated spot and we were only too glad to have his Physical help from such attacks. VIDE COPY OF MISS YOUNG'S LETTER DATED 16th MAY 32 FROM YERCAUD TO Z. JOHN(No 3. a copy of which was sent to the Director of Public Instruction for information in his personal name) the reason for this being that Dr. Vincent was afraid that Dr. Chinnappa would seize the letter and sit on it. In her letter she refers expressly to (1) temporary arrangement of giving possession of Hospital to avoid Mr. Platt

P.T.O.

from seizing it, (2) that all the furniture belongs to me. The above is coroborated by her Affidavit from America dated 11-7-32 a copy of which is enclosed. VIDE Z. JOHN'S LETTER DATED 16-5-32 A COPY ENCLOSED in which he complains bitterly of Dr. Chinnappa's interference with his work which he characterized "indeed objectionable". In my opinion Dr. Chinnappa took a mean advantage of his official position, backed up by his 15 or so subordinates.

5. To corroborate Dr. Chinnappa's request to us to " Safe-Guard the properties" as he put it, I give you his two quotations from his two letters dated Holenarsipur 15-5-32 as follows:--(1) "After this then(these Platts) made unsucceessful attempts with Miss Young and Mrs. Midford to get in but they were thwarted. They were only waiting for Miss Young to turn her back in order to occupy by force the premises. But meanwhile we hurried up and secured the property. Even now I am not quite sure if they will give up their attempts. I hear they are gathering sufficient force to invade, but we have set our sentinels and we shall fight them out", (2) " the trouble from the Platts is not yet over but I am guarding everything alright" (meaning all the properties). All this has been engineered by Dr. Paul Chinnappa out of purely selfish motives and as an instance of this I quote an extract from his letter dated 2-3-1932 "Please come as soon as possible to draw up the Sale Deed of the Tope. Please give the address of the man who wanted to lease out the Mango Tope to bearer Mr. Sundara. He will act on my behalf and arrange for leasing out. You may consider I have taken possession of the Tope pending drawing up the Deed. With kind regards, Yours faithfully, Sd/- S.P. Chinnappa"

6. I subsequently discovered to my utter astonishment that this Association was non existent and that it was not functioning on the day when the properties were transferred to them. This is a most flagrant case of misrepresentation which I have brought to the notice of the Dewan.

P.T.O.

4. 56 (11) 95 - 37 41

The peculiar part of this is his own admission in his letter dated Holenasapur 15-5-32 "our Association had to appoint an emergent body which has got to deal reconstituted immediately.

Dec 12 1935

7. Dr. Chinnappa is perfectly aware that there were several buildings here (in the Boy's Home) put up by previous Missions 20 and 10 years ago before your benign Government granted the 6,000/-Rupees for the Building of a Unit as recently as 1928. VIDE COPY OF INDENTURE OF SALE BEARING REGISTRATION NUMBER 1598 OF 1924-25 IN FAVOUR OF THE HEART OF INDIA MISSION BAND, No 6. in which it will be noticed that ~~period~~ there were 4 Mangalore Tiled Houses and one out-house with zinc Sheet roofing, so that the other buildings are quite seperate and have no connection with the Government building known as The Boy's Home Unit. Further more, I can prove that Dr. Chinnappa in his own written statement has referred to these buildings. Further more, it is absolutely preposterous to even entertain the idea that I would be so foolish as to sign away my porprietory rights in properties purchased by me nearly one year previous to the occurance mentioned above. I most emphatically deny that I transferred any of my properties to this alleged Association, but I do admit that I was the means of having only the Boy's Home Unit measuring 150 feet by 25 feet assigned to them as I then knew it was subsidised by a Government grant of Rs.6,000/-. It therefore follows that there can be only one interpretation to the meaning of the word "Unit" in this particular instance, which I feel sure will be ~~expected~~ accepted by Government after you have seen the copy of the Contract of Sale with possession in my favour. I am informed that Government advanced a total sum of Rs.16,000/- for Girl's Home and this Unit and I observe from its order that the Amildar has annexed the Girl's Home to which is attached a large Mission Bungalow which costs the Mission Rs.20,000/- to build so that this is a distinct gain in favour of Government and if my offer to purchase the Boy's Unit at a reasonable price is accepted, the advantage will be greater.

P.T.O.

8. I much regret having to bring to your notice that the Amildar has gone beyond the recent Government order sent to him and has in addition to the Girl's Home and Boy's Home Unit above, ~~and next the~~ Hospital and Doctor's quarters etc., which have been purchased by me as stated in the first para of this letter of complaint. Kindly issue early orders for the said Hospital, etc., to be restored to me as I feel sure that this is a mistake. The Amildar, who came here on the 1st instance was accompanied by Mr. Isaac who said he had the authority from Government to hand-over the Boy's Home Unit as he was the president of the alleged Association, whereas Dr. Chinnappa made a definite statement that he was the Vice-president and K. Mathan, Esq., B.A., the President. I am left wondering who to believe in this "Comedy of Errors" There is one thing that I can assure you, which is, that Mr. Isaac's name was never at any time mentioned in connection with this Association neither did he take any part in the transactions. He made his appearance here on 3rd August, and again on 20th September 32 in company with 3 others when he was most agressive and threaten my wife and I with criminal Intimidation for which a Criminal complaint has been filed against him under Sections 355 and 501 of the I.P.C. on the file of the First Class Magistrate, Doddaballapur(C.C. No.27 of 32-33). My allegation against Dr. Chinnappa submitted on 13th June last in the form of a petition still remains unanswered. I like to know what Government has done in the matter.

9. I understand that all these properties have been recently transferred to your Government by Mr. Borthwick. Please note that the transfer is against Law since he held no Power of Attorney from the American Board to effect such a transfer and consequently he was in the position of one having no Locus Standi.

10. I attach greater importance to Dr. Paul Chinnappa's original lettersand his remarks contained therein about " safe-guarding these

P.T.O.

 58 (11) 97 43

these properties" Vide PARA FIVE. I maintain that he stands self-condemned, as they go to prove what ulteriror designs he had on these properties for self interest. Aparently he is under the impression that I have destroyed his letters proving the above but I have them well preserved and can showthem to Government in original if desired. I beg to give you a further quotation from Dr. A. Vincent's letter dated Yarcaud 18-5-32 "please find out the name of the Director of Education, so that we can post it to him personally. If it goes to D.P.I., Dr. C. will seize it and sit on it. Until he amends he behaviour neither she nor I will send him even a pie for his work. When I said I thought his scheme was an excellent one I ment for him. I would never have let him have it only for fear the Plattons would seize it.

12 1935

In conclusion, I would respectfully ask you to kindly refer my complaints set-forth here to Government for their sympathetic consideration and a just and equitable pronouncement as I feel that I have been grossly insulted and my legal rights interfered with by Dr. Paul Chinnappa and Mr. Isaac (both Christians), when as a matter of fact I went out of my way to help them in every way possible. Anxiously waiting for favour of early orders, and the immediate removal of the misunderstanding regarding the Boy's Home Unit. I

I am, Sir,

Yours Truly,

J. C. Midford

ADVOCATE JUDGE'S COURT, BANGALORE.
No. 05 Suit No. 77 of 33-34
Exh. Exh. Z
Date 19/10/36

Copy of a Sale Deed of Properties belonging to the Heart of India Mission Band situated at Doddballapur, in favour of J.C. Midford Somerset Hall, 42, South Parade, Bangalore on 1st July 1931.

No. 1561

1, Midford Gardens
Bangalore,
S. India
1st July 1931

BN/763

To, J. C. Midford Esqr.
Somerset Hall
42, South Parade, Bangalore.

Dear Sir,

With reference to our conversation regarding the sale of our Mission property situated at Doddballapur together with all the furniture. I have considered your offer & I agree to accept the sum of Rs 10,000/= payments to be made at 4 weeks notice as agreed upon, for the following properties viz:-

Boys and Girls' Homes and Hospital, mission grove and all furniture as per details given below:-

You are at perfect liberty to occupy any of the properties mentioned below that I with you, as I have put you in absolute possession of same from this date and have handed over to you all the furniture as per list attached.

I have this day received as earnest money towards the said purchase price of Rs 10,000/= mentioned above the sum of Rs 1000/= and I agree to have this transaction duly confirmed by a regular Sale Deed in due course.

1. Boy's Home, comprising 51 acres & 22 Guntas of land bearing Survey Numbers 69, 69/2, 69/3, 69/4, 70, 70, 71, 71/2, 71/3, 72, 97 & 49/1-B, situated in the Village of Arelalle Guddadahalli Kasaba Hobli Doddballapur Taluk in the Mysore State together with five Mangalore tiled houses, one tiled Kitchen, and one tiled out-house with all Wells mango and all other trees and other appurtenances existing thereon.

2. Girls' Home:- this is built on a portion of the land comprising 12 acres & 17 Guntas bearing Survey number 56 situated in the Village

of Basettihalli, Doddaballapur Taluk
The above area is sold to you except
that portion of land on which the Girls
Home and School is built, which building
was subdivided by a punt for the purpose
of a school by the Mysore Government.

3. Hospital building with Doctors
Quarters, (2) Kitchen & Store room & (3) 2
motor garages all situated in Survey
Number 56 to the South of the said
Girls Home & School.

4. Mangoe Grove - comprising 4 Acres
& 2 Gunts of dry land bearing Survey
Number 57 situated in the Village of Babasa
Doddaballapur Taluk, together with
all trees, a well, a building and
other appurtenances thereon.

5. All and every description of
furniture, and other moveable
articles in the Boys & Girls Homes
& Schools, as per list attached
herewith.

I shall be glad to accompany
you to Doddaballapur and give you
any other information which you
may require about the properties
mentioned above.

Yours faithfully
Sg: Allan Vincent

SUBORDINATE JUDGE'S COURT, DODDABALLAPUR
OS Suit No. 77 of 1936
Exhibit
10/10/36 Subordinate Judge

No. 2. (2)

Verandas. Mission Bungalow Furniture.

Front--

2 Cain Chairs
1 Cain Sofa
4 plants
1 Cocoanut Mat

Back--

1 Cain chair, 1 small chest, 1 clothes rack

Side--

1 Cory, 1 basket, 11 blankets, 1 cot, 1 small mattress

Bed Rooms

North Side--

1 cot, 1 chest of drawers, 1 mirror almirah and contents, 1 rocker, 1 mattress, 1 small tepoy, [redacted] 3 small rugs, 1 grass mat, 1 mirror, books, 1 stool, 4 curtains, 1 picture.

Bath Room--

1 wash stand, 1 bucket, 1 water pot, 1 wash basin, 1 stool / Sanitary Commoder

South Side--

1 cot, 1 chest of drawers, 1 dressing table with mirror, 1 tepoy, 1 Bangalore Carpet, 1 mattress, 3 pictures. / Wall Lamp & / Mirror in

Bath Room--

1 Commode, 1 stool, 1 wash basin.

Inside Bedroom

1 cot, 1 mattress, 1 mat, 1 folding organ, 4 pictures, 1 stool, 3 curtains, / Teakwood almirah (large) & / Small almirah / Solid Table with Broken marble pieces & / Mirror in frame.

Bath Room--

1 commode, 1 wash basin, 1 water pot, 3 commode vessels, 1 wall lamp.

Office--

Writing Desk, 1 Glass Almirah, 3 tin trunks, [redacted] 1 mat, 2 guitars, 1 chair, 1 lamp / Wooden Book Shelf.

Drawing Room--

1 suite consisting of 2 sofas, 4 chairs, 2 tepoys, 1 Bangalore Carpet, 2 mats, 6 pictures, 2 lamps

Dining Room--

[redacted] 1 glass cupboard, 6 chairs, 1 large table, [redacted] 3 curtains, 1 hand sewing machine, 4 pictures, 1 oil cloth mat. Remnants of a china Set. Plates Dishes &c.

Kitchen--

1 meat safe, 1 table, 1 oil stove and oven, china ware, 1 brass pot, 2 stools, / Large size Brass Water Utensil

Girl's Home. 109 62

School Room Furniture, Kitchen & Store Room

2 large lamps, 4 lanterns, 1 ladder, 4 grain pots, ? mirrors, 1 mill st
1 small rocker, 5 trunks 2 boxes, 8 chairs, 2 stools, 16 blankets,
3 metal cooking pots, 2 curry-stones, 4 tables, 2 wash stands, 2 black boar
1 leg sewing machine, 1 teacher's desk, 3 benches, 1 almirah, 1 dinner wago
1 bicycle, taken to Bangalore)

Hospital.

1 large table, 1 marble top table, 1 double wire cot, 3 metal wash stan
16 pictures, 1 small almirah, 1 glass almirah and medicines complete, 1 sto
1 double almirah, 1 table, 1 operating table, 1 commode, 1 chamber, 1 jug,
2 large basins, 1 small basin, 2 zinc tubs small, 1 bucket, 2 large bowls,
2 small bowls,

Furniture at Boys' Home.

Mission Bungalow

2 beds, 3 mattresses, ? blackboards, 1 easel, 3 desks, 3 almirahs,
12 benches, 3 maps, 2 pictures, 4 blankets, 5 tables, (~~6 boxes.~~?) J.C.W.

Class Rooms--

(9 chairs? J.C.W. 5)

Weaving Shed

2 Pit Looms Complete, 1 Warping Machine and Warping Stand, 3 Bobbin Machines, 1 dozen shuttles, 100 bobbins

Mission Bungalow.

J.C.W.

(2 trunks?) 3 stools, 2 commodes, ? wash stands, 2 clothes racks, 3 basins (a
1 cupboard, 1 mat, ~~1 bicycle, (1 box soap?)~~ 24 "Ronco" posts, ~~[illegible]~~.
1 Wooden Cart & 1 Child's conveyance J.C.

The duplicate of this - after checking & bringing the list up to date - was signed by Dr. Allan Vincent Supdt: in India of the Heart of India mission Band - on 1-4-1932.

P. A. Young.
Missionary in Charge.
H. I. M. B. Mission

Copy of a letter from Miss F. A. Young, late Missionary in Charge of Girls' Home of the Heart of India Missionary Band, Doddballapur, to Z. John, Hony. Secty., Mysore Indian Christian Education Fund Association, Bangalore, and copy to N. S. Subba Rao Esq. Director of Public Instruction in Mysore, Bangalore

No 3

Yercaud
May 16th. 1932. 63

Dear Sir,

With reference to my letter of May 11, 1932, in which I handed over to you as Secretary of the above Association certain properties belonging to the Heart of Indian Mission at Doddballapur, I beg to state the following:-

1: This was simply a temporary arrangement pending Dr. Vincent's approval, since I have no Power of attorney to act upon in behalf of the Mission.

2. Dr. Vincent has documentary evidence which will prove that all the furniture of the said properties were handed over to Mr. J. C. Mudford more than three months ago, therefore it was never our intention to hand over these to the Mysore Indian Christian Education Fund Association. Mr. Mudford & I made this clear in a personal conversation to Dr. Chinnappa.

3. Dr. Vincent had no intention to hand over the Hospital to the above mentioned Association. I mentioned this to Dr. Chinnappa and the others who were with him when I wrote the May 11th letter mentioned above. He asked me to hand it over temporarily in order to avoid Mr. Platt or any one else from seizing it for their own use. In view of the above mentioned facts, I ask that You kindly remove the seals that your Association has placed on the doors of the Mission bungalows of the Girls Home and permit Mr. & Mrs. Mudford to remove my personal belongings that I left in my room in their care.

Thanking You in anticipation.

I am, Yours truly,

Sg: F. A. Young.

Copy of an Affidavit by Miss Florence A. Young dated Los Angeles, State of California, U.S.A - 11-7-1932.

No. 1. (4-) AFFIDAVIT.

103

I, Florence A. Young, at present residing at 1245½ N. Sierra Bonita Avenue, Pasadena, California, U.S. America; do make oath and say as follows:

1. I was missionary in charge of the Girls Home of The Heart of India Mission Band of California, situated in Doddaballapur, Mysore State, S. India, until May the 13th 1932, when I left my position to go to America on deputation work.

2. The Heart of India Mission Band, Inc: has transferred its properties in Doddaballapur to The Mysore Indian Christian Education Fund Association after the suggestion was made for various reasons by some of the leaders of this Association to effect a temporary transfer with possession before my departure which would be duly confirmed by the Supdt. of the said H. I. Mission Band, Inc:

3. The actual properties involved were (1) a Girls Home known as "Children's Paradise" (2) Mission Bungalow attached to Girls Home (3) Hospital with Doctor's quarters, out houses & other appurtenances belonging to them (4) Boys Home Unit (5) thirteen acres and seven guntas of land on which No. 1 is built.

4. The temporary transfer made by me to meet the urgent need which the situation demanded, was effected on certain terms and conditions to which all the parties mutually agreed, namely, (a) that item No. 3; that is, the Hospital with Doctors quarters etc; would be deemed to be held as in the possession of the Mysore Indian Christian Education Fund Association only as a safeguard against the probability of forcible possession by a third party (b) that the said Mysore Indian Christian Education Fund association would write a letter to the Superintendent of the said Heart of India Mission Band Inc:, making it very clear that only temporary possession was given to them by me for reasons stated above and that they would gladly hand back absolute possession to the said H. I. M. Band Inc: when they were called upon to do so.

5. I now learn with grave concern that the leaders of the said Mysore Indian Christian Education Fund Association have already broken faith and gone back on their word of honor to write the letter in question and they have forcibly retained possession of certain furniture which was left in the Girls Home and missionary Bungalows and was never intended to be handed over to them but to be given Mr. J. C. Midford on authority of the Superintendent in India of the Heart of India Mission Band, Inc:, Dr. Allan Vincent.

6. This unchristian act amounting to dishonesty, has shocked me more than words can describe, especially as I was convinced in my mind that I was dealing with honourable Christian gentlemen of high spiritual character for whose cause I recommended the transfer of these properties both to the American Board of Control and to the Superintendent in India of the H. I. M. Band, Inc: with success and as the result of which I left for America to go on deputation work with a view of raising funds to further the work of the said Mysore Indian Christian Education Fund Association.

7. This deplorable act on the part of the

Readers leaves my mind in grave doubt and I must conclude that there must be some mistake somewhere which I am praying will be cleared up by God in His Providence.

Signed. Florence A. Young

July 11th, 1932.

State of California
County of Los Angeles ss.

On this day of July 1932, personally appeared before me, the undersigned Notary Public, within and for the County of Los Angeles State of California, FLORENCE A. YOUNG who is personally known to me to be the person whose name is attached to the foregoing Instrument of Writing, and she has acknowledged to me that she executed the same, and Certified that the facts stated therein are True

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Official Seal this 11th day of July 1932.

Signed: A. J. Young, NOTARY PUBLIC.

My Commission Expires January 15th, 1936

SEAL

A. J. YOUNG, NOTARY PUBLIC, GOV. CAL. LOS ANGELES

Copy of a letter from Z. John, Hon. Secretary, in I.C.E.F. Association dated 16th May 1932, to Dr. Vincent at Yercaud.

1/- 2/- ----- 105 89

Dear Dr. Vincent,

I am in receipt of your letter dated 15th inst. The undated letter is written by Dr. G.P. Chinnappa and though it has my signature yet, it it has not my consent which please note. Whatever that took place on Saturday (14-5-32) in Dodballapur, was most unchristian I should admit, and I never thought that some of us or at least two of us would behave in such an unworthy manner.

I really sympathise with Mr. Hidford. In my opinion Dr. Chinnappa had no business to interfere with my work (i.e. taking possession of the buildings)in so doing he had not only neglected and overruled the Secretary but also has taken an undue advantage of things by acting as an independent and powerful Government officer on the spot, which is indeed objectionable. Let not this true information trouble in the least Doctor, for with the help of the Committee, I hope to adjust matters satisfactorily in the near future. The Association is keen on starting the Boarding School soon provided, you sent the money we are in need of at an early date. I am really very sorry for what all happened on Saturday while I was there to take possession of the buildings as per your desire. It looks very strange to me to find men of higher worldly position in life with no knowledge of the precious spring our our LORD. "What shall it profit a man", "If he shall gain the whole world and loose his own Soul"?

Please treat this as a personal information and oblige.

With kindregards,

Very sincerely yours,

Sd/- Z. John.

"True Copy".

1156 SS 106 66

Registration No:1398 of 1924-25 on Mysore Govt. Stamp valued at Rs:25/-

THIS INDENTURE OF SALE as between Messrs Clifford Clark and Victor Clark Sons of Harry and Jessie Clark Gentlemen of the City of Rochester County of MUNROE STATE,NEW YORK,UNITED STATES,on the one part-hereinafter called the Vendors.and MRS: Emma Eaton of North Michigan Avenue Pasadin California United States Trustee for the Heart of India Mission Band on the other part hereinafter called the Vendee,the Vendors having agreed to sell and the Vendee to buy the immovable property shown in the Schedule hereto appended for and in consideration of the sum of Six hundred and forty five Dollars American Money of which two hundred Dollars have been paid in advance and the balance held in deposit as escrow to be paid to the Vendors immediately after the completion of the Contract by the execution and Registration of the Sale Deed of the said property in favour of the Vendee abovenamed. AND WHEREAS the Vendors aforesaid are not Residents of Mysore Province,the said Vendors have authorized me Reginald Charlee Hammond Marchant Secretary of the Army YzM.C.A. Bangalore to execute and register the Sale Deed,for and on their behalf under a special Power of Attorney dated the thirty first March One thousand nine hundred and thirty five.I,Reginal Charles Hammond Marchant therefore do hereby in pursuance of the authority vested in me under the said Power of Attorney,convey,sell,make over the immovable properties of the Vendees with all rights and appurtenances thereto belonging situated in Arehalli Guddadahalli Kasha Hobli Dodballapur Taluk Mysore Province,more particularly described in the Schedule hereto appended for and in consideration of Six hundred and forty five Dollars of American Currency equivalent to Rupees one thousand seven hundred and seventy three and annas twelve in British Indian Currency to Mrs.Emma Eaton Trustee for the Heart of India Mission Band,her Successors and Assigns to have and to hold for ever. The Schedule abovenamed.The lands comprised under the following heads with four Mangalore tiled houses and one out house in the Zinc sheet roofing with all wells,trees and other appurtenances existing thereon situated in Arehalli Guddadahalli Kashaba Hobli Dodballapur Taluk in the Province of Mysore.

(for Schedule see overleaf)

107

Survey No:	Nature of land	Extent ACRES	GUNTAS.	Assessment. Rupees.	Annas.
62/1	Dry	Five	Fourteen	Six	
62/2	Dry	Four	Thirty seven	Six	
62/3	Dry	Five	Thirty nine	Seven	
62/4	Dry	Five	Thirty	Seven	
70	Dry	Six	Fifteen	Ten and ha[illegible]	
70	Garden	Six	Eight	One and half	
71/1	Dry	Three	Thirtyone	Five	"
71/2	Dry	Four	Five	Six	"
71/3	Dry	Two	Six	Three	"
72	Dry	Six	Seven	Eight and ha[illegible]	
97	Dry	Nine	Twenty one	Thirteen	
49/1.B	Wet	One		Three and	14.

The 1st item of the Schedule figures are written over with five fourteen and the 11th item extent struck of and nine twenty one inserted.

In witness whereof I have hereunto set my hand and seal this sixth day of June One thousand nine hundred and twenty five in Bangalore in the presence of the Witnesses. RxOxHxMarchant

Witnesses(1) Francis Eaton Platt (2) SxExMay

Presented in the Office of the Sub-Registrar of Dodballapur at 3 p.m. on 6-6-1925 by R.C.H.Marchant. Execution admitted by R.C.H.Marchant Executant identified by S.E.May Hebron Kallicherry Chengamur Travancore.

Sd: Kx Krishnaswami, Sub-Registrar, 6-6-1925.

Registered as No.1598 1924-25 in Book 1,Volume 302,pages 344-349.

Fees paid Rs: Eight only.

Sd: K.Krishnaswami,Sub-Registrar. 6-6-1925.

(S E A L)

"TRUE COPY"

S.Narasimhaiengar
Sub-Registrar.

Copy applied on 25-7-31.
Copy ready on 25-7-31
Copy delivered on 27-7.31.
Copying fee recovered (2-1[illegible]-0)

Ex 132.31-15

To The Hon'ble Sir adhallapur

Sir. 108

Taluq Oct. 2nd. 1932

1360

Dn 67

Question Mirza

6.9.32

746

I am writing to you
[illegible] very urgent matter
and do hope you will be
good and kind enough to
help me as I feel sure that
you will as it is in your
power to do so.

Some time ago
my husband called on your
Clerk regarding the passing
of this property known as the
"Boys Home" situated here
which comprises of many small
buildings among which stands

a very large building known as the "Boys' Home Unit" on which your Government advanced the Coaaf and which was said to be over 15 months ago which Count according to a Deed of Sale in favour of my husband by the Head of Indian mission. We have enjoyed peaceful possession for the past 15 months I enclose Copy of the Sale Deed for you to see - the original of which I can show you if desired.

Yesterday to our surprise

the Collector called to take possession on behalf of Government the Boys Home Unit" which are painted out over the single building mentioned above, but he has interpreted the word Unit to mean all our other buildings which of Course is quite wrong, as the word Unit signifies Single - or one. I would like it to be understood that we purchased all this property and the furniture long before your benign Government ever entered into the matter at all - This matter, quite easily solved and would save us a lot of unnecessary worry and expence if you would be good enough

to help us in this matter as there seems to be a lot of misunderstanding, an instance of which is, that Mr Borthwick had no right to transfer our property to Government since he held no Power of Attorney to do so, Consequently he was in the position of one having no Legal Standi-
/n Conclusion / feel sure you will see the justice of it - and help us in the very awkward position we are placed in. /n the mean while / must thank you for any help you can render.

Yrs. Sincerely
H/Marie Somerset Ridgeford

Copy of a Sale Deed of Properties belonging to the Heart of India Mission Band situated at Doddballapur, in favour of J. C. Midford, "Somerset Hall", 42, South Parade, Bangalore, on 1st July 1932.

1, Midford Gardens,
Bangalore, S. India
1st July 1931. BN/763.

To,
J. C. Midford Esq.
"Somerset Hall"
42, South Parade, Bangalore

Dear Sir,

With reference to our conversation regarding the sale of our Mission property situated at Doddballapur together with all the furniture. I have considered your offer & I agree to accept the sum of Rs 10,000/-, payments to be made at a week's notice as agreed upon, for the following properties viz:-
Boys & Girls Homes and Hospital, Mango Grove and all furniture as per details given below:-

You are at perfect liberty to occupy any of the properties mentioned below that suits you as I have put you in absolute possession of same from this date and have handed over to you all the furniture as per list attached.

I have this day received as earnest money towards the said purchase price of Rs 10,000/- mentioned above the sum of Rs 100/- and I agree to have this transaction duly confirmed by a regular Sale Deed in due course.

1. Boy's Home, comprising 51 acres + 29 Guntas of land bearing Survey Numbers 69, 69/2, 69/3, 69/4, 70, 70/1, 71, 71/2, 71/3, 72, 97 + 49/1-B, situated in the Village of Archalli Gurddadahalli Kasaba Hobli, Doddballapur Taluk in the Mysore State, together with five Mangalore tiled houses, one tiled Kitchen, and one tiled out-house with all wells mango and all other trees and other appurtenances existing thereon.

2. Girl's Home: This is built on a portion of the land comprising

12 Acres & 17 Guntas bearing Survey number 56 situated in the Village of Basettihalli Doddballapur Taluk.

The above area is sold to you except that portion of land on which the Girls Home and School is built, which building was subsidised by a grant for the purpose of a School by the Mysore Government.

3. Hospital building with doctors quarters. (2) Kitchen & Store room and (3) 2 motor Garages all situated in Survey Number 56 to the South of the said Girls Home & School.

4. Mango Grove:- comprising 4 Acres & 2 Guntas of dry land bearing Survey Number 57, situated in the Village of Basettihalli, Doddballapur Taluk, together with all trees, a well, a building and other appurtenances thereon.

5. all and every description of furniture, and other moveable articles in the Boys and Girls Homes and Schools as per list attached herewith.

I shall be glad to accompany you to Doddballapur and give you any other information which you may require about the properties mentioned above.

Yours faithfully,

Sg: Allan Vincent

(True certified copy)
J.C. Guidford

9, Cunningham Crescent,
Bangalore, 28-8-1931.

To
Dr. Allan Vincent, M.B., Ch.B.
Supdt. in India, Heart of India
Mission Board. Bible
Cunningham Road

SUBORDINATE JUDGE'S COURT BANGALORE
FEB 12 1937
Produced
Admitted
Exhibited

Dear Sir,

With reference to our conversations and our visits to the Boy's Home at Doddballapur to inspect it with a view to my purchasing the said property

I am quite satisfied with the Title to this property which I am willing to purchase for Rs 30000/- and I promise to pay the earnest money at the earliest opportunity possible.

Yours faithfully
J C Bridford

SUBORDINATE JUDGE'S COURT BANGALORE.
Vs.
O.S. Suit No. 77 of 35
Filed on 12-2-35
Proved
Fee
6-10-36

this building - and, that due to unforeseen circumstances over which I had no control (as the building was the propert of Govt:) I saw no reason why I should pay the amount to him which he demanded from me in full, since we had already agreed in October 1931 that I should deal direct with Government in this matter.

2. I immediatly took steps to deal direct with Govt: and after a lot of correspondence and interviews I was the means of the visit of the 1st member of Council to Govt: who inspected the Boy's Home on 15th Novbr. Since then I have received a letter from Govt:, who have acknowledged my purchase of this building from the Mission, and they have now demanded from me the payment of their subsidy grant of Rs 6,000/- advanced by them in 1927-'28 for the erection of the Boy's Home which then came into existence. (vide Govt: letter No: Edu: E 2064 d/- 15-12-'32) a copy of which I can send if desired.

3. I have also recvd: a Cablegram from the Board of Control of the said Mission in America, who have granted me a concession in the agreed price of Rs 10,000/- to Rs 6,000/- I have thereby confirmed the sale of the said properties to me.

While this is the correct state of affairs I fail to understand how a Subdt: of the Heart of India Mission in India has got a right to instruct you to demand by Registered notice that I should quit the Mission premises (which belongs to me including Hospital, Doctor's quarters etc.) mentioned in your letter.

If in spite of this, litigation is launched against me, your Client will have to pay the costs that I may incur in the litigation.

Yours faithfully

J. C. Midford

DISTRICT JUDGE'S COURT, BANGALORE.
SUIT NO. 27 of 1933
Received on 12.2.33
Process Fee Rs
Paid
12/2/33 Subordinate Judge

Guddadahalli Estate
Dodballapur 29-12-1932.

To,
Messrs Graham & Rao,
1C, Central Street,
Bangalore

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Dear Sirs,

I am in receipt of your Regd letter of 21st & in reply I beg to state as follows:-

1. I absolutely deny that I entered into a rental agreement for the Boy's Home with the Supdt. of the Heart of India Mission at any period since my purchase of the properties on 1-7-1931 situated here and at Basettihalli Village, from Dr. A. Vincent, late Supdt. of the said Mission, with absolute possession for Rs 10,000/= Included in this property is a single building measuring 150 x 25 feet, which was sold to me under the apprehension that it also belonged to the Mission. After I was in occupation for four months I discovered that this building is the property of the Mysore Government & I immediately drew Dr. Vincent's attention to the mistake he had made & pointed out that it was built by a subsidy grant of Rs 6,000/= advanced by Government for that purpose. We mutually agreed that this sum should be deducted from the purchase price of Rs 10,000/= & I should deal direct with Govt. in this matter. Before Dr. Vincent had intended to relinquish his post of Supdt. on 30-6-32 I asked him to secure my legal right over this building as I was afraid Govt. would seize it without giving me an opportunity of purchasing it from them and on 20-6-32 I gave him a letter to the effect that I would pay a rental of Re 1/= from 1-1-32 to 31-12-32 for the sake of formality - to give me the legal right to have a hold on

61 73 118

THIS INDENTURE MADE the Tenth day of April one thousand nine hundred and thirty three between the Heart of India Mission Band, a California Corporation, represented by William Borthwick, son of John Borthwick and residing at 9 Cockburn Rd C/M Station Bangalore S. India its Superintendent, Agent and duly constituted Attorney under a Power of Attorney dated the ~~9th~~ 16th day of ~~September 1932~~ January 1933, hereinafter called the Vendor which expression shall include all its successors, representatives and assigns, of the one part and the Government of His Highness the Maharaja of Mysore represented by the Deputy Commissioner, Bangalore District hereinafter called the Government of the other part;

WHEREAS at the request of the Vendor, Government have granted to the Vendor a sum of Rupees Sixteen thousand in the aggregate, towards the construction of a portion of the properties more fully described in the Schedule hereto annexed, on terms and conditions appearing in two documents dated the 27th June 1927, and 26th June 1928 between the Vendor and Government;

WHEREAS the Vendor is now liable to refund to Government the aforesaid sum of Rs. 16,000/- for which Government have a lien over the said properties;

And WHEREAS the Vendor has agreed to sell and convey absolutely all the properties more fully described in the Schedule hereto annexed to the Government for a consideration of Rs. 18,000/- (Rupees Eighteen Thousand only) out of which the Government are authorised to appropriate Rs. 16,000/- in satisfaction of what is owing by the Vendor to Government and has in pursuance thereof delivered possession of the properties to Government on the 1st day of October 1932;

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. That in pursuance of the said agreement and in consideration

consideration of the sum of Rs. 16,000/- only (Rupees Sixteen thousand only) which Government have appropriated towards their dues as aforesaid and a further sum of Rupees Two Thousand only now paid by Government to the Vendor, the receipt of which the Vendor hereby acknowledges, the Vendor as sole and beneficial owner hereby conveys, transfers and assigns to Government absolutely and by way of sale all the properties more fully described in the Schedule hereto annexed and every part thereof.

2. The Vendor hereby covenants with the Government that he has full power to convey the properties hereby conveyed of expressed so to be to Government and that there are no encumbrances, charges, demands, claims &c. of whatsoever description in the said properties or any part thereof.

3. The Vendor further covenants with the Government that the Vendor and every person deriving title under him shall from time to time and at all times at the request of the Government but at ~~his or~~ their cost do and execute or cause to be done and executed all such lawful assurances, acts, deeds and things whatsoever for further or more perfectly assuring the property hereby expressed to be conveyed to the Government.

4. The Vendor shall keep the Government always and effectually indemnified against all actions proceedings, costs claims and demands whatsoever in respect of this transaction and Government shall be entitled to recover any loss or damage that they might suffer in respect of this transaction as an arrear or Land Revenue.

IN WITNESS WHEREOF the Vendor has set his hand and Seal the day and year first written.

Signature of Vendor

W20

151 Schedule.

1) Survey No: 56 in Basettihalli village, Doddaballapur Taluk consisting of about 13 acres of land and a block of buildings which include (a) a bungalow with living and school rooms, chapel etc attached, going by the name of Children's Paradise (b) a dispensary (c) Doctor's quarters (d) servants quarters and (e) a garage, and bounded as follows:

a bore well and mango, honge & other trees

North by the boundary line of Dargajoora
East by Basettihalli Taluk and Gaddadahalli boundary.
South by Basettihalli Taluk
West by Bangalore Road.

2) Survey No: 57 in the same village, consisting of about 4 acres and 8 guntas of land, ~~Consisting~~ of with a stone Mantap and well and a mango garden and bounded as follows:

North by Survey No: 56 ~~above described~~
East by Basettihalli Taluk & S. No 56
South by Basettihalli Taluk
West by Bangalore Road.

63

3) S. NO: 67 in Arehalli-Guddadahalli village, Doddaballapura Taluk, consisting of about 10 acres and 2 guntas of land, with two wells, mango, seege, tamarind and other trees and bounded as follows:

North by S. NO: 66
East by Arehalli-guddadahalli tank bed
South by — do —
West by S NOs: 68 & 69.

4) S. NO: 68 in the same village, consisting of about 6 acres & 6 guntas of land, with a bungalow and trees & bound as follows.

North by S NO: 66
East by S. NO 67
South by S NO 67
West by S NO: 69.

5) S. NO: 69 in the same village, consisting of about — 9 acres and 21 guntas of land - with jack, mango & other trees, and a block of buildings which include (a) a chapel (b) Boy's school (c) Two ~~houses~~ outhouses and (d) a dilapidated building without roofing and bounded as follows:

North — by S NO: 66.
East by S NO: 68 and 67
South by S NO: 88
West by S NOs: 70 & 71

~~SCHEDULE~~.

6) S.No: 70 in the same village consisting of about-
acres and 23 guntas of land with a mud well
mango, Honge and other trees and bounded as follows

North by S.No: 71
East by S.No: 69
South by S.No: 88
West by S.No: 71

7) S.No: 71 in the same village ~~signature of vendor~~
Consisting of 22 acres of land and bounded as
follows:—
~~Witnesses~~:- North by S.No: 63
East by S.Nos: 69 & 70
South by S.No: 87 & 88
West by S.Nos: 72, 73 & 74.

8) S.No: 86 in the same village, consisting of 3 acres
dry & wet of land and bounded as follows:—

North by S.No: 87
East by S.No: 85
South by S.No: 81
West by S.Nos: 78, 79 & 80.

Signatures of Vendor

Witnesses

1)

2)

PATRON: HIS EXCELLENCY EARL OF WILLINGDON, G.M.S.I., G.M.I.E., G.C.M.G., G.B.E.,
Viceroy and Governor-General of India.

Telegrams: "WATCHMAN, CALCUTTA". Code: MISSION CODE. Telephone: CALCUTTA 2136.

123

National Council Young Men's Christian Associations
India, Burma & Ceylon,
5, Russell Street, Calcutta.

64 76

25.10.32

From,
H.A.Popley,
National Council Secretary Y.M.C.A.
Erode.

Sr 132-31- 15 Cay

To.
Amin-ul-Mulk Sir Mirza Mahomed Ismail C.I.E., O.B.E.,
Dewan of Mysore,
Bangalore.

Dear Dewan Saheb,

A few months ago you were good enough to give Mr J.R.Isaac and myself an interview at which the possibility of the Y.M.C.A. opening a Rural Reconstruction Centre in Mysore was discussed. At that time it was suggested that with a view to interesting the State representatives in the idea of Rural Reconstruction work it would be a good thing to arrange for a Rural Reconstruction exhibit at the Dasara Exhibition. In accordance with this suggestion we placed before the Mysore Government a proposal regardigg such an exhibit which was sanctioned, and as you are probabl, aware we were able to arrange for a good exhibit of cottage industries during the Exhibition.

It has now been suggested that it may be desirable for us to place before the Mysore Government a plan for the opening of a Rural Reconstruction Centre in the Mysore State with the aid of a subsidy from the Government. This has come into the sphere of practical politics at the present moment especially because we understand that there is a possibility of the buildings previously used by the Heart of Indiax Mission at Dodballapur being handed over by the Government to the Y.M.C.A. for such a Centre.

Dodballapur seems to be a suitable location for a Rural Reconstruction Centre. It is in a distinctively rural area with a large number of villages within easy reach and with a soil suited for experimental work. It is also on a main road and on the railway and near enough to Bangalore to provide a suitable market for the products of the Centre.

In view of this situation and in view of your interest in rural work I have the honour to place before you on behalf of the Y.M.C.A. the following plan and budget for such a centre. I have discussed this with our National General Secretary, Mr B.L.Rallia Ram, and he has authorised me to place this matter before you. I must however inform you

65 77 124

that while the National Council has given tentative approval to this proposition they have not yet come to any final decision as they wish to know what the attitude of the Mysore Government to this whole project is before doing so.

It is our present plan to arrange for the transfer of Mr J.N.Jayakaran, who is the Secretary in charge of the Rural Reconstruction Centre at Ramanathapuram, to this new Centre in Mysore. He is one of our most experienced Secretaries and has developed the Ramanathapuram Centre from its beginning. He has also had the advantage of a tour in England under the auspices of the Horace Plunkett Foundation when he studied the whole subject of rural development through co-operation, and saw a good deal of what is being done in Ireland, Denmark, Germany, Italy and other countries. He knows the villages of South India intimately and is an expert in poultry and bee keeping, and has a very wide and practical knowledge of agriculture and fruit culture.

In addition to running ~~be running~~ the ordinary work of the Centre he has also been conducting a Summer Training School for rural service workers. These workers have come from all over South India and even from some centres in North India and it is proposed that this training for South India should be transferred ~~from~~ to Mysore if the Secretary comes there.

The Budget makes provision both for non-recurring capital expenditure and for recurring expenditure. We have kept it as low as it is possible to do while providing for a work that will be worth while. It is of very little value planning for a centre unless we can guarantee that the work carried on in that centre will be worth the effort and the expenditure and it is our opinion that any lesser budget will not fulfill this need.

The total capital expenditure provided is Rs.7500 which includes an item of Rs.1500 for the provision of a well and a pump. Out of this total capital expenditure the Y.M.C.A. is prepared to find Rs.2500 and this would leave Rs.5000 to be provided by the Mysore Government.

The annual recurring expenditure will amount , according to this budget, to Rs.8930. It is proposed that the Y.M.C.A. should find Rs.3930 of this and that the Mysore Government should be asked to provide Rs.5000 per annum.

There are two other questions that will have to be decided. First, under what terms and conditions is the property to be handed over to the Y.M.C.A. ? If the Y.M.C.A. is to keep the buildings in repair, or will the Mysore Government be prepared to find the funds for this purpose from time to time. Unless the property is vested in the Y.M.C.A. it will be a little difficult for the Y.M.C.A. to spend money on the buildings.

Secondly, the National Council would wish to know for what period the Mysore Government would be prepared to guarantee the annual grant of Rs.5000.

We should prefer a period of five years if possible as it will not be easy to make a worth while demonstration in a new centre in a shorter time than this. But we would wish to have definite information concerning this before coming to a final decision.

I understand that Mr J.R.Isaac as President of the Educational Fund if the Indian Christian Association has handed over the property at Dodballapur to the Government and that this property is now in possession of the Government. Both Mr Rd lia Ram and Myself have seen the property and feel that it is suitable for the purpose of a Rural Reconstruction Centre. Mr Jayakaran of Ramanathapuram also came and saw the property and was satisfied with it.

We are very anxious to have the decision of the Mysore Government in regard to this project at an early date as we have plans ourselves for the development of the work in Ramanathapuram at Coimbatore, and if it were decided to open a centre in Mysore in accordance with this proposal these plans would have to be modified. We shall be very grateful therefore if it is possible for the Mysore Government to give us an early reply in regard to this matter.

In sending this proposal to you I should like to say on behalf of the National Council how greatly we have appreciated your interest and the interest of your Government in the Rural Reconstruction work which we have been doing, and indeed in all our Y.M.C.A. work and how grateful we are to you and your Government for all the help that you have rendered in the past. I think that you know sufficiently of our work to understand that our aims are non-sectarian and of the widest possible scope.

I have the honour to be

Yours faithfully,

H.A.Popley

H.A.Popley.

HAP.
LHP.

67

79
1926

Mysore Rural Centre.

I. Rural Industries to be started.
   1. Bee keeping.
   2. Poultry breeding.
   3. Fruit and vegetable cultivation and preservation.
   4. Goat and sheep breeding.
   5. Rattan work.

II. A Centre of Rural Education
   Villages within ten miles of centre to be taken up one by one by lectures, lantern demonstrations, exhibitions etc.

III. Propoganda in shandies and festivals.

IV. Survey of every village in the area.

V. Museum and permanent exhibition at the centre.

VI. A good library at the centre.

VII. Development of village libraries and reading rooms.

VIII. Agricultural propoganda in cooperation with government staff.

IX. An annual summer school for teachers, cooperative workers, voluntary workers etc.

X. Village Improvement Associations.

New Rural Centre for Mysore.

Capital Expenditure - nonrecurring.

I.	Bee Keeping.		
	1. Bee colonies and hives	200	
	2. Bee keeping appliances	150	350
II.	Poultry.		
	1. Breeding pens of fowls (6)	600	
	2. Sitting of eggs	100	
	3. Poultry feeds and medicines	250	
	4. Poultry appliances	500	
	5. Poultry houses (6)	750	2200
III.	Fruit and Vegetables.		
	1. Seeds and plants	300	
	2. Tools and implements etc	150	
	3. Pair of bullocks	150	
	4. Cart	50	
	5. Preserving outfit	100	750
IV.	Goats and Sheep.		
	1. Stock	200	200
V.	Rattan.		
	1. Implements	500	500
VI.	Educational		
	1. Charts, models, pictures etc	300	
	2. Lantern slides	300	
	3. Books, initial purchases	200	800
VII.	Office.		
	1. Equipment	200	200
VIII.	~~Repairs to Buildings.~~ Repairs to Buildings	1000	1000
IX.	Well and Pump.	1500	1500
		Rs.	7500

Recurring Expenditure. per annum

I.	Bee keeping.		
	1. Sundry expenses	100	100
II.	Poultry		
	1. Food and medicine	300	
	2. Assistant 10 x 12	120	
	3. Birds and eggs	250	
	4. Sundries	50	720
III.	Fruit and Vegetables.		
	1. Miscellaneous	100	
	2. Wages (2)	360	
	3. Bullocks	200	660
IV.	Goats and Sheep.		
	1. Feeding etc	150	150

	B.Forward.		1630
V. Educational.			
	1. Exhibitions etc	400	
	2. Library and reading room.	100	
	3. Summer School	300	800
VI. Rattan Work.			
	1. Rattan etc.	100	100
VII. Staff.			
	1. Secretary @t 300	3600	
	2. Assistant @ 50	600	
	3. Menials (2) @ 15	360	
	4. Clerk @ 30	360	
	5. Rattan Instructor @ 30	360	
	6. Travel to Secretary	600	5880
VIII. Office.			
	1. Stationery and Postage	240	
	2. Peon (1)	180	420
IX. Contingencies.		100	100
		Rs.	8930.

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Heart of India Mission Band

Incorporated

International — Interdenominational

SPHERES OF LABOUR

BANGALORE
- Bible Hall
- Outcastes' Shelter
- School for Poor Children
- Open Air Campaign

SALEM DISTRICT
- Annual Summer Bible School & Convention
- 27 Churches amidst 3,000 Unevangelized Villages
- Thief Caste Settlement

DODBALLAPUR
- Boys' & Girls' Homes & Hospital

BAIDERHALLI & MADRAS
- Gospel Missions

Superintendent in India :
A. A. B. VINCENT, M.B., Ch.B.,
1, Midford Gardens, Bangalore

HIGH COURT JUDGE'S COURT BANGALORE
Indian Cable Address
"HEARTINDIA, BANGALORE"
No. 77 of 1935/07
12 1935
produced by
plaintiff on
BASIS

American Board :
F. S. C. BRILHART, *President*
N. J. JACQUES, *Secty-Treasurer*
626, N. Michigan Ave, Pasadena Calif.

British Council :
Rev. N. W. MELLING, *Chairman*
Miss D. I. Evans, *Secretary*
17, Bushy Park, Bristol :

Australasia :
C. F. CARTER, *Representative*
52, Cavell Street,
Tainui, Dunedin, New Zealand

FIELD HEADQUARTERS :
~~The Bible~~ Hall, 9 Cockburn Rd
~~Cunningham Road~~,
BANGALORE, S. India

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A Whole Bible. A full Salvation.

K. Mattan Esq, 1st member of council of Mysore Govt
Bangalore City

14/11/32

Sir,

As requested I enclose copy of my Power of attorney received from our American Board and trust to hear the same is in order.

If you will permit I would like again to refer to our conversation of yesterday and to emphasise that unless a fair price is mentioned the Board might be inclined to retain the hospital and hope rather than give it away for next to nothing. Personally I would rather see the Government take it all ent think you must agree that Mr Isaac's thought of two or three thousand was ridiculous The four wells alone would cost more if they had to be dug. Along with hospital there is a small doctor's house standing between hospital and Home with a large garage behind. Dont know if you noticed these two buildings.

as regards the farming of the place a Government Forest officer recently visited the place and was very enthusiastic along this line. at that time Dr Vincent thought he might retain the place as a Bible School.

I feel I need not refer to the Midford affair His erection would be a very simple matter with

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DODBALLAPUR
Boys' & Girls' Homes & Hospital
BAIDERHALLI & MADRAS
Gospel Missions

Superintendent in India :
A. A. B. VINCENT, M.B., Ch.B.,
1, Midford Gardens, Bangalore

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217, Bushy Park, Bristol

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52, Cavell Street,
Tainui, Dunedin, New Zealand

FIELD HEADQUARTERS :
The Bible Hall,
Cunningham Road,
BANGALORE, S. India

2

Government. Am staying over till Monday morning and may go out to-morrow or Saturday and see the Amildar at Doddaballapur. I suppose my first duty would be to advise him that the place is now being handed over to Government pending favorable reply from Home Board and give him a months notice to leave the place. Will consult with the Amildar about it when I go out. I thank you for your kind and considerate treatment and trust an amicable settlement may soon be reached. If it would expedite matters any I could cable Board as regards any tentative offer you may feel free to make or I could write them fully by to-morrows air mail and ask them to cable reply.

My Home address in Bangalore is behind Union Hall, 9 Cockburn Rd.

Thanking you

I remain

Yours sincerely

W. Borthwick

Exclusive of teachers & workers salaried and hospital expenses a sum of over thirty thousand Rupees have been spent by the mission in feeding and clothing children out there. If feeding the hungry and clothing the naked is good business and giving the Government good returns for their investment I don't know what business is, and in

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- Boys' & Girls' Homes & Hospital

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BANGALORE, S. India

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137 / 84 / 25

Produced by me on 6.11.33 — Vs. 77 of 33 — 12/11/33 — Exhibit — Row — 6/10/36 — GALORE

True copy

Know all men by these presents, that the Heart of India missin Band, a california corporation, does hereby appoint William Borthwick its Superintendent and agent and factor for it in all its work in India, hereby granting him Power of attorney to act for and on behalf of the said Heart of India missin Band, in all matters which may arise in regard to the work or business of the said corporation in India all former appointments or powers of attorney are hereby revoked

To negotiate for the sale of Heart of India properties in India and to sign, execute and get registered the necessary Conveyances therefor,

Signed at Pasadena California U.S.A on the 9th of September in the year 1932 by the authority of the Board of trustees of the said Heart of India missin Band

Heart of India missin Band
by V. J. Jacques Secretary

State of California
County of Los Angeles

On this 10th day of September 1932 before me Chas. N. Johnston a notary Public for said County and State, personally appeared V. J. Jacques, known to me personally and known to me secretary of Heart of India missin Band and acknowledged to me that he executed the same on behalf of said corporation.

Witness my hand and official seal this 10th day of Sep. 1932

Chas N Johnson
notary Public in and for the County of Los angeles State of California

85

132

Dear Mr. Anantharaman,

You are aware that the Heart of India Mission which was carrying on educational and medical work for boys and girls near Doddaballapur has now discontinued its work there and that the Government, having given grants to the extent of Rs.10,000 for the girls' home (Children's Paradise) and Rs. 6,000 for the Boys' home, have a lien to this extent on these buildings. These buildings (except for some complications in respect of the Boys' home due to Mr. Midford's occupation) have been taken over by the Amildar to his charge under instructions from Government. Mr. Borthwick representing the Heart of India Mission suggested yesterday that he would be willing to make over all the rights of the Mission in the property provided they can get something for it over and above what is due to Government He mentioned the amount Rs.10,000, and subsequent discussions ~~when you were present~~ showed that he might be willing to accept something less. The Government have already spent Rs.16,000 on these buildings which are now practically lost and Government natural do not want to throw away good money for nothing. As you know, there is a proposal to start a rural reconstruction centre in this place and it is understood that the place is ~~eminently~~ fairly well suited for this purpose. I shall be glad to have a full note from you in regard to these properties and the action that Government might ~~profitably~~ properly take in respect of them. This note may in particular deal

Issued on 17/11/32

(when grant was sanctioned)

133

with the following points:-

(1) The [probable] amount invested on these two properties; [the museum]

(2) To what extent the properties are in a state of good preservation and how they can be made use of;

(3) Whether if the properties are sold there would be any purchasers and what price would be realised;

(4) Whether it would be advantageous for Government to obtain full rights over these properties and if so whether any further payment to the Heart of India Mission would be justified and to what extent.

The note may be kindly ~~submitted~~ [sent] at an early date.

Yours sincerely,

P.S. I enclose a copy of a letter just received from Mr Barwick

K.V. Anantharaman, Esq., B.A.,
Deputy Commissioner, Bangalore.

Rajamantrapravina
MR. K. MATTHAN, B.A.,
Member of Council.

86 PUBLIC OFFICES,

Bangalore, 18th Novr. 1932.

71

Issued from here on 18th Nov. 1932
18/XI/32

Dear Mr. Borthwick,

I am writing to acknowledge your letter of the 17th instant ~~and with~~ with its enclosure, a copy of the Power of Attorney you have received from the Heart of India Mission. I shall discuss the matter with the several authorities concerned and let you have an answer as early as possible.

With kind regards,

Yours sincerely,

Draft

W. Borthwick, Esq.,
Union Hall, 9 Cockburn Road,
Bangalore, C.& M. Station.

URGENT.

D. O. C2. 358/32-35 Cue. one.

K. V. ANANTARAMAN,
DEPUTY COMMISSIONER.

CAMP DEVANHALLI.
BANGALORE

Dated the 24th November 1932.

Dear Sir,

With reference to your D.O. letter dated the 17th instant, I beg to submit herewith a note regarding the properties owned by the Heart of India Mission at Dodballapur.

The buildings in question will be admirably suited to the requirements of a rural reconstruction centre. The Heart of India Mission describes itself as International and Interdenominational. If the buildings are used for housing a rural reconstruction unit run by the Y.M.C.A., the Mission will have the satisfaction that activities similar to what it has been so far carrying out will be continued there.

Even if the rural reconstruction centre does not materialise it would be a good thing for the Government to own the properties as they may be utilised for providing quarters to the Officers stationed at Dodballapur.

I am sorry for the delay in sending the note which is due for the fact that certain information which I had called for from Dodballapur came in only yesterday.

With kind regards,

I am
Yours sincerely,

K. V. Anantaraman

Rajamantrapravina K. Matthan, Esq., B.A.,
1st Member of Council,
Public Offices,
Bangalore.

N O T E.

The Heart of India Mission owns buildings in two - places in Dodballapur. One group of buildings is situated in Basettihalli Village by the side of the Bangalore-Dodballapur Road and the other group of buildings in Arehalli - Guddadahalli Village on the loop-road connecting Dodballapur-Devanhalli Road with the Bangalore-Dodballapur Road. The former includes a bungalow with living and School rooms, - Chapel etc., attached, which goes by the name of the Children's Paradise, a dispensary, Doctor's quarters, servants quarters and a Garage. The other group of buildings goes by the name of Boys Home buildings and includes a bungalow, living and - School rooms, called the Boy's unit, a Chapel and a few other minor buildings. The Children's Paradise buildings stand on a plot of land measuring 13 acres. There is a mango garden - attached to the property, measuring 4 acres and 8 guntas. The Boys Home buildings stand on a plot of land measuring 59 acres 37 guntas.

2. The Government has made a contribution of - Rs 16,000/- for two buildings only viz., the Children's Paradise in the Girls Home group and the Boys unit in the Boys Home - buildings.

3. The several buildings must have cost quite a - large sum of money. I understand that the Government grant of Rs 16,000/- represents 50% of their cost. If this is correct, the total cost of the two buildings for which contribution has been paid must have amounted to Rs 32,000/- The total - amount spent by the Mission on land and buildings on these two properties would, I think, amount to not less than Rs 40,000/-

4. The condition of the buildings at present is very unsatisfactory. They are badly designed. The span of the - roof is too great and the section of beams etc., used is not thick enough to carry the weight of the roof. Jungle wood has been used. The result is that the roof has warped and in places has got quite out of shape. In order to put the buildings into good repair it is necessary to remove the roof and rebuild it

(37)

it with good timber. The walls of the buildings that constitute the Children's Paradise are cracked and in bad repair. A large sum of money not less than Rs 7000/- or 8,000/- will therefore be necessary to put all these buildings into a safe condition.

5. I do not think that it will be easy to dispose of the property. The average purchaser has no use for the buildings that now exist. Even one who has use for them is not likely to pay a big price in their present state of disrepair. Mr. Midford who appears to be a sepculator has - offered only Rs 10,000/- for all the buildings together and I think it is about as fair a price as can be expected. Dr. Vincent on behalf of the Mission accepted it. I would allocate this amount as Rs 3,500/- for the land and Rs 6,500/- for the buildings. The land as agricultural land is very poor except a small extent in the low-lying portions on which fruit trees may possibly be grown with the aid of wells.

6. If the buildings are required by anybody for a purpose similar to that of the Mission as for instance a - Boarding-School, it may be worth his while to pay between - Rs 10,000/- to Rs 15,000/- for the property. But without any such prospect I do not think it is worth even Rs 10,000/-.

7. Government have already paid Rs 16,000/-. There is no prospect of recovering it. The Mission has wound up its activities and is unable to carry on the work. The Mission cannot dispose of the property to others without making good the money invested by Government. It may be worth Government's while to acquire this property by paying a small amount to the Mission for their rights. I think that if the Mission is willing to hand over the whole property to Government for Rs 2,500/- it may be acquired. Anything more than that is not deserved.

8. So far as the Mission is concerned it is not free to sell the property till it repays the Government grant of Rs 16,000/-. The two properties together cannot bring in that amount. If Government pays Rs 2,500/- to the Mission that will

90 [illegible]

will mean that the price paid is really Rs 16,000/- plus Rs2,500/- plus the liabilities represented by the necessary repairs and by the cost of the ejection suit against Mr. Midford.

9. I may point out that the properties in Arehalli-Guddadahalli, except the Boys unit are in the possession of - Mr. Midford. He holds an agreement to sell executed in his favour by Dr. Vincent who was the Superintendent of the Mission some time ago. He is in actual possession of almost all the buildings having been so placed by Dr. Vincent. Although Mr. Midford's position at present is only that of lessee, the sale not having been completed, it is doubtful if he can be got vacate the properties without a law suit.

DEPUTY COMMISSIONER,
BANGALORE DISTRICT.

SRD/24-11-32.

GF 132-31-17'[illegible]

9476/39

Dear Mr. Borthwick,

I hope you have received my letter of the 18th instant addressed to you at Bangalore. In regard to the power of attorney held by you, I am advised that it is somewhat defective. I enclose an extract from the legal opinion on the subject furnished to me. If ~~the~~ words are added to the power of attorney as indicated in the enclosure, I understand the power would enable you to deal with the property effectively.

Issued from here on 30/XI/32 Bdg.

As regards the terms on which the ownership of the property may be transferred to the Government, it is altogether impossible for Government to pay the ~~you~~ Rs.10,000 or anything like that. As to the value of the property the Deputy Commissioner of Bangalore writes as follows:-

"I do not think that it will be easy to dispose of the property. The average purchaser has no use for the buildings that now exist. Even one who has use for them is not likely to pay a big price in their present state of disrepair. Mr.Midford who appears to be a speculator has offered only Rs.10,000 for all the buildings together and I think it is about as fair a price as can be expected. Dr.Vincent on behalf of the Mission accepted it. I would allocate this amount as Rs. 3,500 for the land and Rs.6,500 for the buildings. The land as agricultural land

is very poor except a small extent in the low-lying portions on which fruit trees may possibly be grown with the aid of wells. If the buildings are required by anybody for a purpose similar to that of the Mission as for instance a Boarding school, it may be worth his while to pay between Rs. 10,000 to Rs.15,000 for the property. But without any such prospect I do not think it is worth even Rs.10,000."

If you can find a sale for the entire property and can realise a substantial sum over and above the amount due to Government, you may certainly do so if that is the desire of the Mission. The utmost that I might be able to induce the Govt. to offer would be Rs.2,000. If your Mission is agreeable to this I shall endeavour to induce the Government to ~~accept~~ offer this ~~figure~~ amount. Meantime, the Amildar will continue to be in possession of the properties on behalf of Government. But you will observe that any delay in finally disposing of the matter will result in further deterioration of the property and postpone the possibility of the buildings being put to ~~some~~ useful service.

No transfer deed enclosed,

Yours sincerely,

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American Board :
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V. J. JACQUES, *Secy.-Treasurer*
626, N. Michigan Ave. Pasadena Calif.

Camp

2nd Dec 1932

Dear Mr Matthew

Many thanks for your letter of 30th Nov 1932 also previous letter. Will answer on my return to Salem after consultation there. I agree that owing to state of buildings we should act quickly but the price you mention does'nt give one much inspiration (Seems I'm not the only Scotsman taking part in the transaction.)

Will seek to have the Power of attorney further strengthened at earliest. Kind regards

Yours sincerely
W Borthwick

97

Issued on
6th Decr. 1932.

142

Dear Mr. Borthwick,

Your letter of the 2nd instant reached me yesterday and I am awaiting a further communication from you in the matter. meanwhile I herewith send you a copy of a letter and of its enclosure received by me today from Mr. Midford by registered post.

Yours sincerely,

W. Borthwick, Esq.,
Heart of India Mission,
Union Hall, 9 Cockburn Road,
Bangalore, C.& M. Station.

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626, N. Michigan Ave. Pasadena Calif.

9 Cockburn Rd
10/1/33 Bangalore

K. Matthan Esq
member of Council mysore Govt

Dear Sir Matthan

I have your letter of 30th Nov 1932 and as a reply to same and in furtherance of our conversation to-day I have sent a duplicate letter to our Board as per enclosed and trust soon we shall receive a favorable reply the which I shall have pleasure in passing on to you at earliest

Yours sincerely
W. Borthwick

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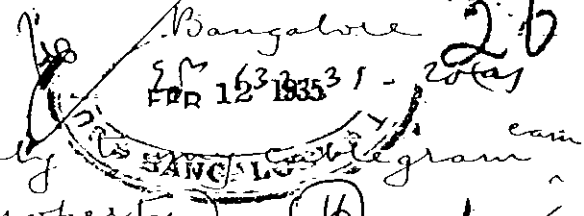
V. J. JACQUES, *Secy.-Treasurer*
626, N. Michigan Ave. Pasadena Calif.

copy of Cablegram sent to H. D. Bu Board by Supt Bottinick on 10/1/33

government possessed property but willing compensate
Expect two thousand including hospital.
Another two thousand expected from
Urge acceptance cable midford bankrupt.

P.R. Telegram
To R. Matthan Esq
22/1/33
Hillview
Suramangalam
Salem Junction
93
1st member of Council Mysore Govt
Bangalore
Dear Mr. Matthan
File & subd
4/1/33



The following reply to telegram came yesterday (about the Doddballapur property)

Borthwick care Postmaster Bangalore

Trustees authorize you accept Government compensation two thousand and Y two thousand Doddballapur property Special Power attorney mailed

Jacques Secretary

produced by the plaintiff in O.S. 22/33

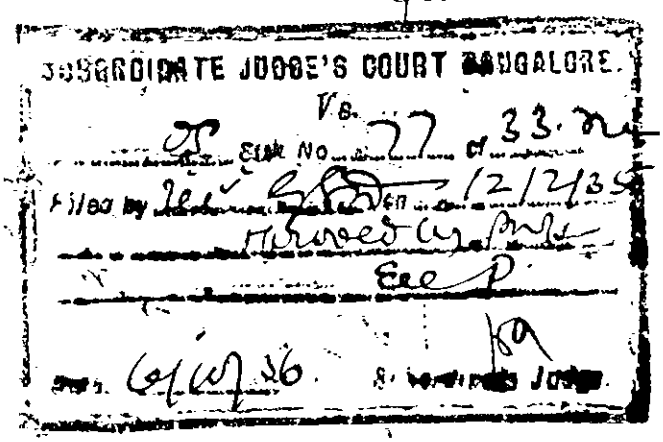
Right this is all you require to go forward. If I'm needed in person can come back immediately please let me know.

As the Eatons are expected next ~~week~~ month it might be as well to hasten things in case they try to further complicate matters.

Hoping to hear from you at above address

Yours sincerely

W. Borthwick



94

"We do testify that the Father sent the Son to be the Saviour of the World"

Heart of India Mission Band

International | Incorporated | Interdenominational

A perfect Saviour. A reliable Bible. A full Salvation.

American Board:
S. C. BRILHART, *President*
C. H. JOHNSTON, *Vice President*
V. J. JACQUES, *Secy.-Treasurer*
1845. E. Mountain St., Pasadena Calif.

EDUCATION BRANCH
2 9 97
28 FEB. 1935
Civil & Mil. Sec. Rd

25th Feb 1935 Bangalore

K. Matthan Esq
Member of Council
Bangalore

(17)

produced in O.77/35-36
by the plaintiff
Exh 132-31-2(9)

FEB 12 1935
BANGALORE

Dear Mr Matthan,

I enclose a copy of Power of attorney just sent by our American Board. Trust you will find it in order. Please acknowledge receipt of same. I trust that soon things may be so arranged as to permit of the Y.M.C.A speedily taking over and carrying on the work there started by our mission.

It was with such an understanding in our minds that we asked your Government to temporary take charge of our buildings at Doddaballapur.

With every good wish

I have the honour to be

Your obedient servant

W. Borthwick

O 77/35

SUBORDINATE JUDGE'S COURT, BANGALORE
Vs.
Suit No. 77 of 35-36
Filed by [illegible] on 12/2/35
Produced by Plff
Exhibit
6/10/35

"We do testify that the Father sent the Son to be the Saviour of the world" No. 77 33

Heart of India Mission Band

International — Incorporated — Interdenominational

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American Board:
S. C. BRILHART, *President*
C. H. JOHNSTON, *Vice President*
V. J. JACQUES, *Secy.-Treasurer*
1845, E. Mountain St., Pasadena Calif.

Power of attorney — General

Know all men by these presents that the Heart of India Mission Band a California (U.S.A.) corporation County of Los Angeles State of California have made, constituted and appointed and by these presents does make, constitute, and appoint William Borthwick its true and lawful attorney for it and in its name place and stead and for its use and benefit to ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever as are now or shall hereafter become owing, payable, or belonging to it and have use and take all lawful ways and means in its name or otherwise for the recovery thereof, by attachments, arrests, distress or otherwise and to compound and agree for the same and; acquittances or other sufficient discharges for the same for it and in its name to make seal and deliver; to bargain, contract, agree for, purchase, receive and take lands, tenements, hereditaments and accept the seizin and possession of all lands and all deeds and other assurances in the law therefor and to lease, let, demise, bargain, sell, remise, release, convey mortgage and hypothecate lands, tenements and hereditaments, upon such terms and conditions and under such covenants as he shall think fit. also to bargain and agree for, buy, sell, mortgage hypothecate and in any and every way and manner deal in and with goods wares and merchandise, choses in action and other property in possession or in action and to make do and transact all and every kind of business of what nature or kind soever and also for it and in its name and as its act and deed to sign, seal, execute, deliver and acknowledge such deeds, leases, and assignments of leases covenants indentures, agreements, mortgages hypothecations bottomries charter parties bills of lading bills, bonds, notes, receipts evidences of debt, releases, and satisfaction of mortgage judgment and other debts and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises giving and granting unto its said attorney full power authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as it might or could do if personally present hereby ratifying all that its said attorney shall lawfully do or cause to be done by virtue of these presents

In witness whereof it has hereunto set its hand & seal the 14th day of Jan 1933

Heart of India Mission Band (Seal)
by V.J. Jacques Sec.

Signed & delivered in presence of
W. P. Jacques

P.T.C.

State of California
County of Los Angeles } S.S

On this 14th day of Jan 1933 before me Chas H. Johnston a Notary Public in and for said county personally appeared V. J. Jacques known to me to be the Secretary of the Heart of Indra Mission Band the corporation that executed the within instrument known to me to be the person who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same

In Witness whereof I have hereunto set my hand and affixed my official seal in the said county the day and year in this certificate first above written

Chas H. Johnston

Appendix F G—1]

SUBJECT.....

.....

.....

96

152

Section 55

File No. 132-31

Serial No. 23.

Diary No. of letter replied to .....

No. E 2973

To

V. Borthwick Esq.,
Secretary of India Museum
Union Hall. 9.
Cockburn Road
Bangalore City

General and Revenue Secretariat

( )

the *193* .

Date of issue 2.3.33

Signed by M. M. Nair

List of enclosures.....

Copied by.....

Examined by.....

Sir,

With reference to your letter of the 22nd Jan[y] 1933 to the address of the members of Council, re the disposal of the properties belonging to the Secretary of India Museum, I am directed to state that Govt are prepared to buy over the rights of the museum in the entire properties by payment of a further sum of Rs 2000/-. I am to request

153

You to kindly forward Early draft of a Sale Deed, cost.

I am also to acknowledge the receipt of your letter of 25th inst. to the address of the Secretary enclosing copy of the Power of Attorney

I have the

N/28/2 for Genl Secy

NDR
28/2

forwarded with Compliments.
letter of Conl Bangalore
for information

for Engr in Chief

NDR
8/3.33.
3.

Copy sent by
KMunshi
28/2/33

E 2977

79

~~28th February~~ 1933.

2.3.32.

154

R. Ranga Rao Esq., B.A., B.L.,

W. Borthwick Esq.,
Heart of India Mission,
Union Hall 9, Cockburn Road,
Bangalore Civil & Military Station.

With reference to your letter of the 22nd January 1933 to the address of the Member of Council, regarding the disposal of the properties at Doddaballapur belonging to the Heart of India Mission, I am directed to state that Government are prepared to buy over the rights of the mission of the entire property by payment of a further sum of Rs.2000/-. I am to request you to kindly forward early draft of a sale deed.

I am also to acknowledge the receipt of your letter of the 25th instant to the address of the Member of Council enclosing a copy of the power of attorney.

I have the honor to be,

Sir,

Your most obedient servant,

for General Secretary to Government.

D.K.M.2

"We do testify that the Father sent the Son to be the Saviour of the World"

Heart of India Mission Band

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American Board:
S. C. BRILHART, *President*
V. J. JACQUES, *Secy.-Treasurer*
626, N. Michigan Ave. Pasadena Calif.

EDUCATION BR
2 - MAR. 1933
3022

9 Cockburn Rd

1/3/33 Bangalore

K Matthan Esqr Bangalore

Esq 132-31-23(a)

Dear Mr Matthan

Trust you received the copy of Power of attorney which I sent a few days ago. While out at Dodballapur on Sunday I was informed Mr Midford had sold another cart load of tiles as well as furniture. Seems strange if he can't be stopped. What if he starts selling doors window frames. Can't the auction do anything to prevent ? I told the Patel I had given things into your hands. He seemed to be afraid to act because M. was a European

Yours sincerely

W Boothroyd

G.R.S. III—3]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

Memo on the draft already
issued, is prepared
NBR
3/3
Done
3.3.33.

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

Appendix F G—1]

89 156

SUBJECT.....

.....

.....

Section Er

File No. 132-31

Serial No. 24

Diary No. of letter replied to .....

No. E 2991/31

To

The Dy Comr D'Ure

Sai with reference to the Corree
in the matter of the properties of the Heart of
India Mission at Doddaballapur am directed to forward
for information & necessary action Copy of a letter dd
18 March 33 from
Borthwick, stating that
Mr Medford is selling away
tiles & furniture belonging
to the properties of the ~~Heart~~ said
~~of India~~ Mission at Dodda-
ballapur.

I am to add that
Action is being taken to
buy over the ~~rent~~ rights of
the Heart of India Mission
in the entire property at
Doddaballapur on payment
of a sum of Rs 2000/-

General and Revenue Secretariat

( )

the 193 .

for information & necessary action

Date of issue 6.8.33

Signed by M. N. Rao

List of enclosures.....

Copied by.....

Examined by.....

I have the
20/8/33

24/8
Rec'd

WD 0253—GRB—15,000—26-8-32

E 2991/31 99

4th March 3

159

R. Ranga Rao, Esq., B.A., B.L.,

K. V. Anantaraman, Esq., B.A.,
Deputy Commissioner, Bangalore District.

Replying with your letter dt 24 ult

With reference to the correspondence in the matter of the properties of the Heart of Indiax Mission of - - Doddaballapur, I am directed to forward herewith for information and needful action copy of a letter dated 1st March 1933, from Mr.Borthwick, stating that Mr. Midford is selling away tiles and furniture belonging to the properties of the said Mission at Doddaballapur.

I am to add that action is being taken to buy over the rights of the Heart of India Mission in the entire property at Doddaballapur on payment of a sum of Rs.2,000/

I have the honor to be,
Sir,
Your most obedient servant,

4/3

For General Secretary to Government

TRM.2

100

"We do testify that the Father sent the Son to be the Saviour of the World"

Heart of India Mission Band

International — Incorporated — Interdenominational

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13 158

EDUCATION BRANCH
3054
4 - MAR. 1933

merican Board :
S. C. BRILHART, *President*
C. H. JOHNSTON, *Vice President*
V. J. JACQUES, *Secy.-Treasurer*
1845. E. Mountain St., Pasadena Calif.

9 Cockburn R[oad]

4/3/33 Bangalore

To the General Secy of Mysore Govt Bangalore

{5 132.32-24

Sir,

With reference to letter No dated 2/3/33 asking me to send draft of Sale Deeds I request that you will kindly let me have draft form of the Sales Deed approved by Govt as also information as to Stamp duties registration charges and any other necessary items in this connection

Thanking you

Yours sincerely

W Borthwick

4/3/33

In person

Reply please

4/3

83

11th April 1933.

Mr. J. C. Midford,
Guddadahalli Village, Doddaballapur Taluk

With reference to his petition dated 27th March 1933 to the address of the Second Member of Council requesting extension of time till 7th May 1933, for the payment of a sum of Rs. 6000/- to Government in view of their relinquishing their claim on the Boys' Home Unit, Mr. Midford is informed that Government regret that his request cannot be complied with.

By Order,

For General Secretary to Government.

BNL.2.

102

160

Appendix F G—1]

SUBJECT .....

.....

.....

64

Section Ep

File No. 132-31

Serial No. 33

Diary No. of letter replied to .....

No. E 3554

To

The Deputy Com^r

Bangalore District,

General and Revenue Secretariat

( )

the 193 .

Sir,

Date of issue 7.6.33

In continuation of this office letter No: E-2991 dated 4th March 33 stating that action is being taken to buy over the entire property of the Heart of Jesus Mission at Doddabalapur, I am directed to forward herewith a copy of the draft sale deed to be executed by Mr. Borthwick. The schedule attached thereto may kindly be ~~got~~ verified and a plan prepared showing the lands proposed to be transferred to Govt under the sale deed.

Signed by M. M. Nanda

2 copies to be typed (put up below)

List of enclosures .....

Copied by .....

Examined by .....

In the deed as drafted, it is

You that have to represent the
Govt of Mysore and I am therefore
to request that necessary action
be taken by you to get the
document duly executed and registerd.
attested. The original power of Attorney ~~of~~ * file S
authorising Mr. Borthwick to execute
the deed on behalf of the Mission, or a certified copy of it
has to be attached to the document
for purposes of future reference.

The deed is not liable to any
stamp duty and registration has
to be effected at Govt cost. I am also
to point out that the document can
be registered by you as District Registrar -
The balance of the purchase money, viz Rs 2000/- which
has to be paid to Mr Borthwick ~~before~~
~~he is asked to execute~~ the document -
The amount will be met out of the
Education Budget & orders sanctioning
a reappropriation of Rs 2000/- will
issue shortly ——

Thanking you

Yours

E 3555

Copy to D.P.I.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat 162

Dated Bangalore, 24th April 1933.

No. E 3554 / 91

85 103

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Deputy Commissioner,
Bangalore District.

Sir,

In continuation of this office letter No. E. 2991 dated 4th March 1933 stating that action is being taken to buy over the entire property of the Heart of Indian Mission at Dodda-ballapur, I am directed to forward herewith a copy of the draft sale-deed to be executed by Mr. Borthwick. The schedule attached thereto may kindly be got verified and a plan prepared showing the lands proposed to be transferred to Government under the sale-deed.

In the deed as drafted, it is you that have to represent the Government of Mysore and I am therefore to request that necessary action be taken by you to get the document duly executed and registered. The original power of Attorney authorising Mr. Borthwick to execute the deed on behalf of the Mission, or a certified copy of it has to be attached to the document for purposes of future reference.

The deed is not liable to any stamp duty and registration has to be effected at Government cost. I am also to point out that the document can be registered by you as District Registrar. The balance of the purchase money, viz., Rs. 2000/- which has to be paid to Mr. Borthwick will be met out of the Education Budget and orders sanctioning a reappropriation of Rs. 2000/- will issue shortly.

I have the honor to be,
Sir,
Your most obedient servant,
Sd/- H.V. Ramaswami,
General Secretary to Govern

C.R.G.3.

P.T.O.

163

Memo No E-3555-5 dated, Bangalore, the 24th April 1933.

Copy of the foregoing is forwarded with compliments to the Director of Public Instruction in Mysore,

By order,

Narasimha

General Secretary to Government.

102 164

In all future communications please quote
No. C.3671/32-33
Enc

Tel. Address,—"DEPCOM"
Post Box No 34.

OFFICE OF THE DEPUTY COMMISSIONER,
BANGALORE DISTRICT.

Dated, Bangalore, the 28th April 1933.

EDUCATION BRANCH
3721
28 APR. 1933

FROM

K.V.Anantaraman, Esqr., B.A.,
Deputy Commissioner,
Bangalore District.

To

H.V.Ramaswami, Esqr., M.A., B.L.,
General *Secretary,*
to the Government of Mysore.
Bangalore.

GENERAL BRANCH
28 APR. 1933

Ep 132-31-34

SIR,

Subject:—

With reference to the correspondence ending with your letter No.E.3554/Edn.131-31-33 dated 24-4-33 forwarding for further action a draft sale deed for buying over the entire property at the Heart of India Mission at Doddaballapur at a cost of Rs.18,000, I have the honour to state that as required therein a Schedule attached to the draft sale deed was got verified by the Amildar, Doddaballapur Taluk and found that a building situated in Survey No.86 had been omitted to be included. This will be included in the Schedule. A plan has also been prepared and the Deed is ready for execution. Mr.Borthwick has been asked to come to office to day at 3 P.M. to execute the sale deed. The document has got to be registered at the cost of Government. The Registration fee amounts to Rs.51/- and this has to be borne by Government in the Education Department.. I request you to kindly send the amount of Rs.51/- required for Registration so that I may have the document registered today.

I have the honour to be,
Sir,
Your most obedient servant,

for Deputy Commissioner,
Bangalore District.

V.V. 28-4-33

105

Appendix F G—1]

SUBJECT 87

.....

.....

Section 55

File No. 132-31

Serial No. 35

Diary No. of letter replied to .....

No. E 3598

2.1.1933

To The Deputy Cmr.
Bangalore

General and Revenue Secretariat

( )

the *193* .

Sir,

Date of issue 28/4/33

With reference to your letter No G. 371-32-33 dated 28th Apr 1933 requesting the execution of the sale deed by the Bartlewick of the Heart of Jesus Mission, I am directed to state that orders regarding the appropriation with Lake Arcot Rice. Mr Bartlewick may however be requested to sign the deed now alone, Virgin he will have to wait for a few days more to get the balance of the purchase money, viz Rs 2000/-. The necessary expenses for

Signed by Mr. M. U. Mein

List of enclosures .....

Copied by .....

Examined by .....

166

Registration may now be met out of Head Office contingencies to be recouped in due course, ~~after~~ from the Education Budget.

Have etc

[illegible]
8/4 [illegible]

E 3598

28th April 1933.

The

The Deputy Commissioner,

Bangalore District, Bangalore.

With reference to your letter No.L.2 3671-32-33, dated 28th April 1933 regarding the execution of the sale deed by Mr. Borthwick of the Heart of India Mission, I am directed to state that issue of orders regarding reappropriation will take some time. Mr. Borthwick may however sign the deed now alone though he will have to wait for a few days more to get the balance of the purchase money, viz., Rs.2,000/-.

The necessary expenses for registration may now be met out of your office contingencies to be recouped in due course, from the Education Budget.

I have the honour to be,

Sir,

Your most obedient servant,

for General Secretary to Government.

Agn/2

GRAHAM & RAO.

H. GRAHAM,
SOLICITOR & ADVOCATE.
LONDON BENGAL.
MADRAS & BANGALORE.

C. K. R. RAO, B.A., B.L.,

LONDON AGENTS
GODDEN HOLME & WARD
34, OLD JEWRY E.C 2

168

1c, Central Street,
Bangalore.

1 - MAY 1933

April 28th 1933

(21) produced by plaintiff in O.S. 132-31-37

Heart of India Mission Bond.

Sir,

I hereby authorise you to pay over the sum of two thousand rupees (R2,000/-) being the balance of the purchase money of the Lodballapur lands payable by the Government of Mysore, to the Mission's Solicitor Mr H. Graham of 1c Central Street Bangalore Cantonment. The sale deed to the Government has been signed and registered to-day

I have the honor to be Sir,

Your obedient Servant

William Boothmick

(Supt Heart of India mission

Copy to the General Secretary to the Government of Mysore for information

William Boothmick

The Deputy Commissioner
Government of Mysore
Bangalore City.

Madadanam Village,
Godballapur 18-4-1933.

To-
The General Secretary to the
Govt: of H.H. the Maharajah of
Mysore-
Bangalore.

GENERAL SECRETARY
19 APR. 1933
No. Sec. 6

EDUCATIONAL BRANCH
19 APR. 1933
V. SECTT.

19.4.33

Sir,

While thanking you for your letter No. E 3381-Edn-132-31 dated 11th April 1933, I much regret that Govt: is unable to comply with my request.

I beg to submit that I have repeatedly informed Govt: by communications and interviews that I had purchased certain properties from the Heart of India Mission Band, Inc:, as far back as 1st July 1931 - with absolute possession - and in proof of this, I sent you a copy of the Sale deed & List of Furniture attached thereto on 5th Oct: 1932, and in addition, I made it very clear that I was waiting for a concession in price which had been recommended by Dr. Vincent and Miss J. A. Young.

There was no object or valid reason why this Agreement to sell should be stamped according to Law, because the question of a Concession had first to be settled before the correct value of Stamps could be fixed thereon. This matter was a private one and it concerns only Dr. Vincent & I, but it has been made much of against me.

This Concession - Rs 4-000/- - and the confirmation of the Sale of these properties to me was given effect to at a Board meeting of the members of the said Mission on 19-11-1932, and a Cablegram was sent to me bearing that date, followed by a communication by letter confirming the Sale to me and the concession in price.

I wrote & acquainted your Govt: of these facts on 31-12-1932.

Thus, by this concession of Rs 4,000/-, the purchase price of Rs 10,000/- has been reduced to Rs 6,000/-, which amt. has to

170

be paid to Govt: only since nothing is due by me to the said Mission who have conceded their right to me by the grant of the said Concession in my favour & cannot now reverse it! By the mere fact that because I have not paid your Govt: for the Boy's Home Unit for causes explained in my letters dy. 27-2-'33 & 27-3-'33, it does not in any way effect my legal rights over the other properties (which does not form part of Govt: property) which have passed automatically into my possession by the grant of the said Concession.

I have heard on reliable authority that Mr. Borthwick is negotiating with your Govt: for the sale of the Hospital on the strength of a Power of attorney granted to him a few weeks back by the Board in America, who have been gulled by more misrepresentation!

Such a power is null and void in Law as it cannot take precedence to a valid bona fide document executed in my favour nearly 2 years previously and confirmed by the said Board 4 months previous to the said Power of attorney I do not think that your Government would even entertain such an illegal suggestion, much less be an actual party to it? But since it is quite possible that they can be mislead on the strength of misrepresentation by men who have their own selfish motives at heart, I must warn you please under no consideration to entertain such a suggestion.

Since I am the rightful & legal owner of the Hospital & Doctor's quarters, I am quite prepared to make a suggestion to your Govt:, which is, that they hand over to me the Boy's Home Unit in exchange for the Hospital & Doctor's quarters & a portion of land.

Prayer:- In conclusion, I most respectfully pray that if the rumour I hear about the negotiations for the sale of my Hospital by Mr. Borthwick to your Govt: has any foundation of truth, that Government will issue immediate orders for a stay of such negotiations and the cancellation of same.

Yours truly,

J. C. Medford

Dr. 7/33.24.
Forwarded per Secn.
Ese A.A. [illegible]

171

In all future communications please quote
No. G2-367 1/32-33.
Enc (Seen)

Tel. Address.—"DEPCOM"
Post Box No 34.

OFFICE OF THE DEPUTY COMMISSIONER,
BANGALORE DISTRICT.

Dated, Bangalore, the 5th May ..... *193* 3.

89 108

EDUCATION BRANCH 3882 9 MAY 1933 GEN. & REV. SECTN.

FROM

K.V. Anantaraman, Esq., B.A.,
Deputy Commissioner,
Bangalore District.

To

H.V. Ramaswami, Esq., M.A.,B.L.,
General *Secretary,*
to the Government of Mysore., Bangalore.

GENERAL SECRETARIAT 8 MAY 1933 No.

Ss 132-37-38

3357

Subject:—

With reference to your letter No.E.3598 Edn.132-131 dated 28th April 1933 regarding the execution of sale deed by Mr.Borthwick of the Heart of India Mission, I have the honour to state that the saledeed according to the draft sent by you was registered on the 28th April 1933, the registration expenses being paid from the contingencies of this office. The registered sale deed together with a a copy of the power of Attorney and a plan is herewith forwarded for record.

Mr. Borthwick has in his letter dated 28th April 1933 authorised the payment of the purchase money to the Mission's solicitor Mr. H. Graham (copy of his letter is enclosed for kind reference).

I request you to kindly issue necessary instructions to the Director of Public Instruction to pay the purchase money to the Mission's Solicitor and to adjust the amount paid by this office at a very early date.

I have the honor to be,
Sir,
Your most obedient servant,

K. V. Anantaraman
Deputy Commissioner,
Bangalore District.

SS/5-5-33.

This document Consists of four sheets
first-sheet of document No. 89 of 1933-34 Book No. I

SUBORDINATE JUDGE'S COURT MAR 19 1934 BANGALORE

409

-twenty eighth-

THIS INDENTURE MADE the/~~xxxxx~~ day of April one thousand nine hundred and thirty three between the Heart of India Mission Band, a California Corporation, represented by William Borthwick, son of John Borthwick and residing at 9, Cockburn Road, Civil and Military Station, Bangalore, South India, its Superintendent, Agent and duly constituted Attorney under a Power of Attorney dated the 14th day of January 1933, hereinafter called the Vendor which expression shall include all its successors, representatives and assigns, of the one part and the Government of his Highness the Maharaja of Mysore represented by the Deputy Commissioner, Bangalore District, hereinafter called the Government of the other part;

D 7/3334 Returned on 30/6/38

WHEREAS at the request of the Vendor, Government have granted to the Vendor a sum of Rupees Sixteen thousand in the aggregate, towards the construction of a portion of the properties more fully described in the Schedule hereto annexed, on terms and conditions appearing in two documents dated the 27th June 1927, and 26th June 1928 between the Vendor and Government;

WHEREAS the Vendor is now liable to refund to Government the aforesaid sum of Rs. 16,000/- for which Government have a lien over the said properties;

And WHEREAS the Vendor has agreed to sell and convey absolutely all the properties more fully described in the ~~Schedule hereto annexed to~~ the Government for a consideration of Rs. 18,000/- Rupees Eighteen Thousand only, out of which the Government are authorised to appropriate Rs. 16,000/- in satisfaction of what is owing by the Vendor to Government.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:--

1. That in pursuance of the said agreement and in consideration of the sum of Rs. 16,000/- only (Rupees Sixteen Thousand only)

William Borthwick

SUBORDINATE JUDGE'S COURT * BANGALORE * MAR 19 1934

only) which Government have appropriated towards their dues as aforesaid and a further sum of Rupees Two Thousand only now paid by Government to the Vendor, the receipt of which the Vendor hereby acknowledges, the Vendor as sole and beneficial owner hereby conveys, transfers and assigns to Government absolutely and by way of sale all the properties more fully described in the Schedule hereto annexed and every part thereof.

2. The Vendor hereby covenants with the Government that he has full power to convey the properties hereby conveyed or expressed so to be to Government and that there are no encumbrances, charges, demands, claims &c. of whatsoever description in the said properties or any part thereof.

3. The Vendor further covenants with the Government that the Vendor and every person deriving title under him shall from time to time and at all times at the request of the Government but at their cost do and execute or cause to be done and executed all such lawful assurances, acts, deeds and things whatsoever for further or more perfectly assuring the property hereby expressed to be conveyed to the Government.

4. The Vendor shall keep the Government always and effectually indemnified against all actions, proceedings, costs, claims and demands whatsoever in respect of this transaction and Government shall be entitled to recover any loss or damage that they might suffer in respect of this transaction.

IN WITNESS WHEREOF the Vendor has set his hand and seal the day and year first written.

Witness
(1) H. Graham
Solicitor
1 Cubbon St.
Bangalore Cant.

2. [illegible]
Clerk
D.R.O.
Bangalore

Heart of India Music Band
by its duly constituted attorney
William Borthwick
Signature of Vendor.

ORDINATE JUDGE'S COURT
MAR 19 1934
BANGALORE

BANGALORE

S C H E D U L E. 3

1. Survey No.56 in Basettihalli village, Doddaballapur Taluk, consisting of about 13 acres of land a bore-well and mango, honge and other trees and a block of buildings which include (a) a bungalow with living and school rooms, chapel &c. attached, going by the name of children's Paradise (b) a dispensary (c) Doctor's quarters (d) Servants' quarters and (e) a garage, and bounded as follows:

North by the boundary line of Dargapura
East by Basettihalli tank and Guddadahalli boundary
South by Basettihalli tank
West by Bangalore Road.

2. Survey No.57 in the same village, consisting of about 4 acres and 8 guntas of land, with a stone Mantap and well and a mango garden and bounded as follows:-

North by Survey No.56.
East by Basettihalli tank and Survey No.56
South by Basettihalli tank
West by Bangalore Road.

3. Survey No.67 in Arehalli Guddadahalli village, Doddaballapur Taluk, consisting of about 10 acres and 2 guntas of land with two wells, mango, seege, tamarind and other trees and bounded as follows:

North by Survey No.66
East by Arehalli Guddadahalli tank bed
South by do
West by S.Nos. 68 and 69.

4. Survey No.68 in the same village, consisting of about 6 acres and 6 guntas of land, with a bungalow and trees and bounded as follows:--

North by S.No.66
East by S.No.67
South by S.No.67
West by S.No.69.

William Borthwick

5.

5. Survey No.69 in the same village, consisting of about 9 acres and 21 guntas of land with jack, mango and other trees, and a block of buildings which include (a) a chapel (b) Boys' School (c) Two out houses and (d) a dilapidated building without roofing and bounded as follows:

North by S.No.66
East by S.Nos. 68 and 67
South by S.No.88
West by S.Nos.70 and 71

SUBORDINATE JUDGE'S COURT * BANGALORE * MAR 1934

6. Survey No.70 in the same village consisting of about 6 acres and 23 guntas of land with a mud well, mango, Honge and other trees and bounded as follows:

North by S.No.71
East by S.No.69
South by S.No.88
West by S.No.71

7. Survey No.71 in the same village consisting of 22 acres of land and bounded as follows:

North by S.No.63
East by S.Nos. 69 and 70
South by S.Nos.87 and 88
West by S.Nos. 72, 73 and 74.

8. Survey No.86 in the same village, consisting of 3 acres of dry and wet land including a building and bounded as follows:

North by S.No.87
East by S.No.85
South by S.No.81
West by S.Nos. 78, 79 and 80.

Heart of India Mission Bank
by its duly constituted attorney
William Borthwick
Signature of Vendor.

Witnesses
1. [illegible] Scharlie
1st Cross St.
Bangalore Cant.
2. [illegible]
Clerk
D.K.S. Bangalore

177

Presented in the office of the
District Registrar of Bangalore on 28-4-1933
at 4 p.m. *by*
Heart of India missionary Band by its
duly constituted attorney
William Borthwick

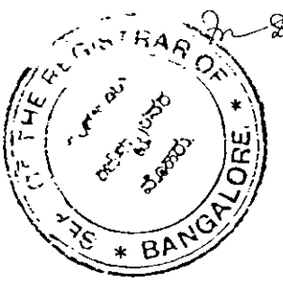
Execution admitted by
Heart of India Missionary Band by
its duly constituted attorney
William Borthwick
He is unwilling to put his thumb mark.

Identified by H. Graham
Solicitor
1c Central Street
Bangalore Cant.

28.4.1933 For District Registrar

Registered as No. 89/32-33 Book I Vol 49, pages 244-255 and the two copies of plans presented with the document are filed in supplemental file Vol: 17 pages 15-16. Fee paid Rs 51/- only.

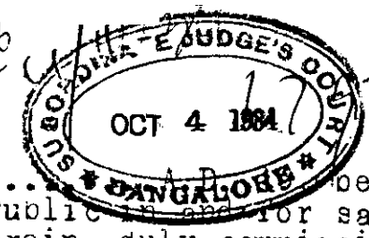
4.5.1933 For District Registrar



O.S. No. 377 of 33-34
Restored on 19-3-34
Exd
23-2-35

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

113



On this .....day of..... before me,.....a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared.....
.....
.....
.....
known to me to be the person whose name subscribed to the within Instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

.....
Notary Public in and for said County and State.

.....

ACKNOWLEDGMENT --General--Wolcott's Notary Blank 232.

State of California)
County of Los Angeles) ss.

On this 14th day of January, 1933, before me, Chas. H. Johnston, a Notary Public in and for said County, personally appeared V.J. JACQUES.
known to me to be the Secretary of the HEART OF INDIA MISSION BAND the corporation that executed the within instrument, known to me to be the peron who executed the within instrument on behalf of the Corporation within named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the said County, the day and year in this certificate first above written.

Sd/- Chas.H. Johnston.
NOTARY PUBLIC
In and for the County of Los Angeles
State of California.

No.....

POWER OF ATTORNEY
General

To

Dated 19

Order No.....
When recorded, please mail this instrument to

Produced by Plaintiff

No.58/32-33 Certified that the Mysore Stamp Duty viz. Rs.7-8-0 Rupees seven and annas eight only has been levied on this document and credited into the Bangalore Taluk Treasury. Amount tendered by Mr. William Borthwick vide C.No.308 dated 6-4-1933.

Sd/-H.Narayana Rao,
For Dy.Commissioner,
Bangalore District.

6-4-1933.

"Copy"

Deputy Commissioner,
Bangalore District.

POWER OF ATTORNEY.
GENERAL.

Know all men by these Presents: That.....
.....HEART OF INDIA MISSION BAND a California, (USA)....
Corporation County of Los Angeles State of California have made, constituted, and appointed, and by these presents does make, constitute and appoint William Borthwick.....
.....
its true and lawful Attorney for it and in its name, place, and stead, and for its use and benefit, to ask, demand, sue for, recover, collect, and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever as are now or shall hereafter become due, owing, payable or belonging to it, and have, use and take all lawful ways and means in its name or otherwise for the recovery thereof, by attachments, arrests, distress, or otherwise, and to compromise and agree for the same, and acquittances or other sufficient discharges for the same, for it and in its name, to make, seal, and deliver; to bargain, contract, agree for, purchase, receive, and take lands, tenements, hereditaments, and accept the seizin and possession of all lands, and all deeds and other assurances, in the law therefor and to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements, and hereditaments, upon such terms and conditions, and under such covenants, as he shall think fit. Also to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods, wares, and merchandise, choses in action, and other property in possession or in action, and to make, do, and transact all and every kind of business of what nature or kind soever, and also for it and in its name and as its act and deed, to sign, seal, execute, deliver and acknowledge such deeds, leases and assignments of leases, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter-parties, bills of lading, bills, bonds, notes, receipts, evidences of debt, releases and satisfaction of mortgage, judgment and other debts, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises.
GIVING AND GRANTING unto its said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as it might or could do if personally present,
.....
hereby ratifying all that its said Attorney.....
shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, it has hereunto set its hand and seal by its Secretary thereunto duly authorised the 14th day of January nineteen hundred and thirty-three.

Signed, Sealed and Delivered in the Presence of Mary Pruitt Jacques

HEART OF INDIA MISSION BAND (Seal)

By V.J. Jacques Secretary (Seal)

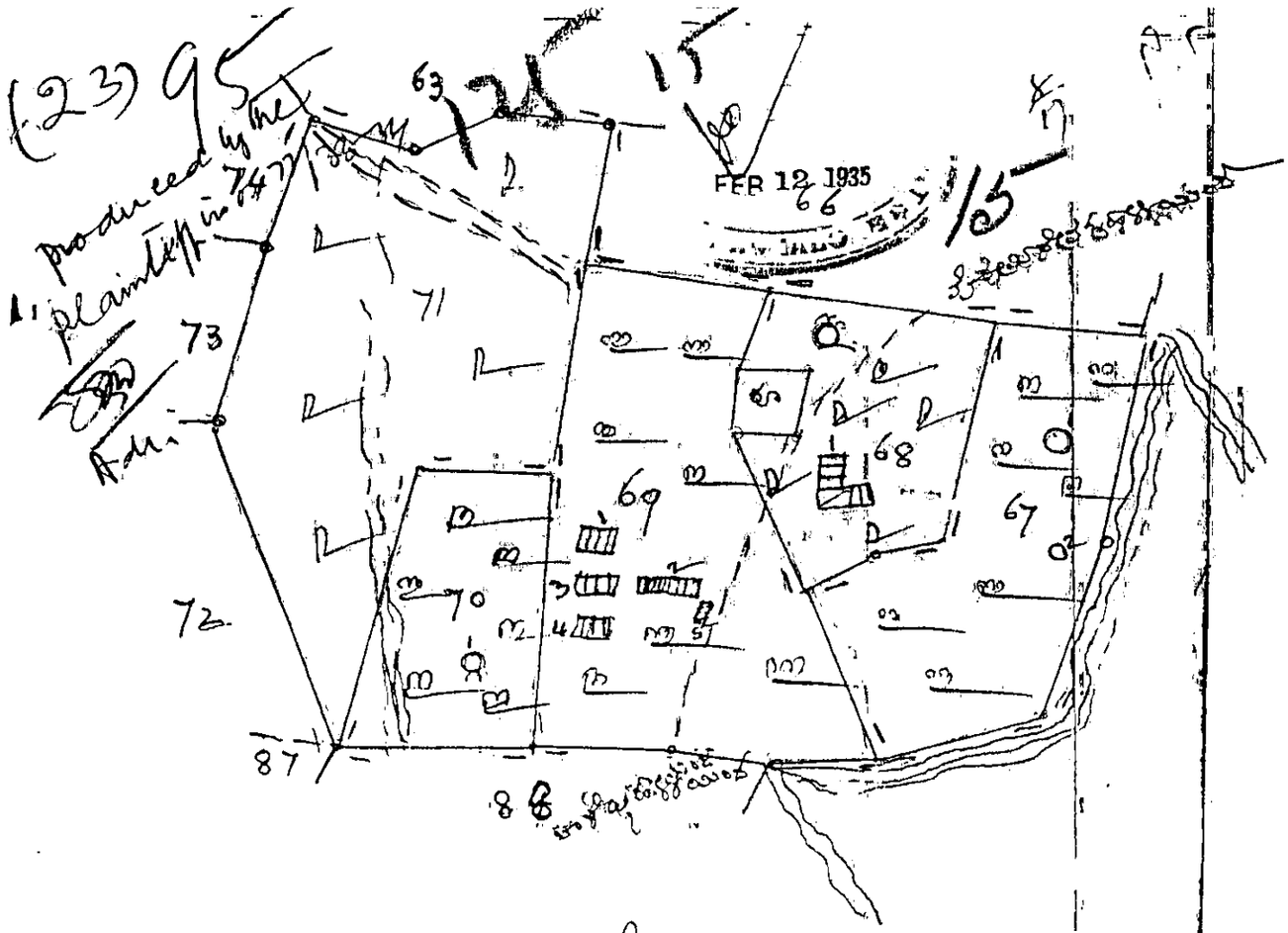
.....(Seal)

Power of Attorney - General- Wolcott's Mis. Blank - 1400.

27 33-24.

Recorded 4-10-24

2-3-2-35



S. No. 67.

No 1 and 2. wells.

S. No 68

No 1. Bungalow.

S. No 69

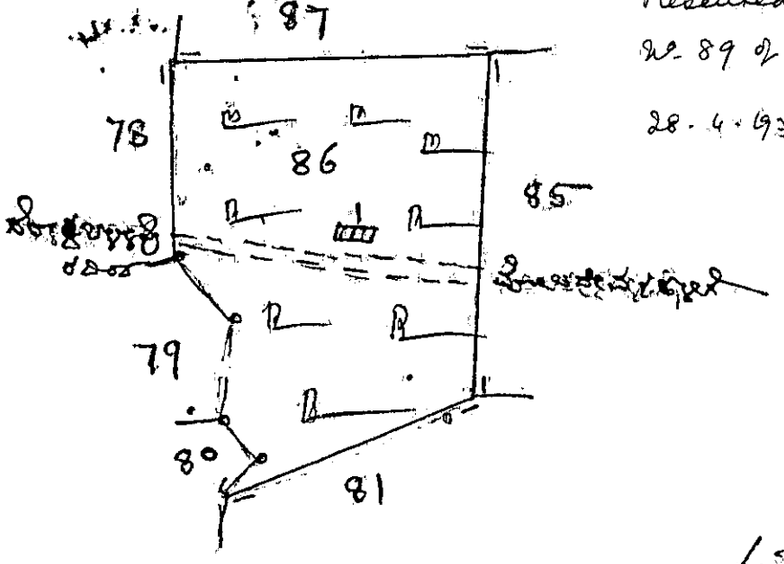
No 1. Chapel.
" 2 Boys School.
No 3 + 4. Cattle sheds.
No. 5. Asbestos sheeted huts.

S No. 70

No 1 well.

S. No 86

No. 1 building.



Received with document
No 89 of 1932-33 Book I
28.4.933

Manager

THE REVENUE SURVEY OF BANGALORE

W. Borthwick
28/4/33

Verified and found correct

Revenue Inspector
26/4/33

Revenue Surveyor
26/4/33

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. C/ 6085 / 1

Dated, Bangalore, 23rd May 193 3

90 114

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Deputy Commissioner,
Bangalore District.

Sir,

With reference to your letter No. C.2. 3671/32-33 dated 5th May 1933 forwarding a copy of the sale deed executed by Mr. Borthwick of Heart of India Mission, I am directed to request you to take immediate steps to obtain peaceful possession of the properties from Mr. Midford. If this is found to be impossible a report may be made to Govern-ment when proper steps will be taken in the matter according to law.

I have the honor to be,
Sir,
Your most obedient servant,

for General Secretary to Government.

C.R.G.2

115

Appendix F G—1]

SUBJECT 187

.....

.....

Section

File No.

Serial No.

Diary No. of letter replied to .....

General and Revenue Secretariat

( )

the *193* .

Date of issue 23.5.33

Signed by [illegible]

List of enclosures.....

Copied by.....

Examined by.....

No. P. 6085/-

To The D.C. B'lore.

Sir,

With reference to your letter no. C2. 567/32-33 dated 5th May 1933 forwarding a copy of the sale deed executed by Mr. Bartlerick of Heart of India Mission, I am directed to request you to take immediate steps to obtain ~~information of fact whether it is possible to effect~~ a peaceful ~~delivery~~ possession of the property from Mr. Mifford. ~~If~~ this is found to be impossible ~~a recourse to a law suit~~. a request may be made to Govt either ~~to~~ proper steps being taken in the matter according to law. ~~Action will be taken to~~ issue ~~the~~ legal notice to Mr. Mifford for delivery of possession, ~~if that is only the course left open to him~~.

for Secy

WD 0253—GPB—15,000—26-8-32

1.63 91 233

YOUNG MEN'S CHRISTIAN ASSOCIATION, BANGALORE

116

PRESIDENT
THE HON'BLE LT.-COL. R. J. C. BURKE, I.A.
VICE-PRESIDENT
RAJAMANTRAPRAVINA
K. MATTHAN, ESQ., B.A.
HON. TREASURER
J. R. SIVASUBRAMANIAM, ESQ., F.I.S.E.
GENERAL SECRETARY
J. R. ISAAC, B.A., M.B.E.

CHAIRMAN, ARMY WORK
G. H. COOKE, ESQ., M.C., I.C.S.
CHAIRMAN, CITY BRANCH
PRINCIPAL F. R. SELL, M.A., J.P.
CHAIRMAN, BOURDILLON BRANCH
RAO BAHADUR B. RAMA RAU, B.A., B.L.

CENOTAPH ROAD
BANGALORE CITY

July 5, 1933.

RAJAMANTRAPRAVINA
Diwan Bahadur K. Matthan, B.A.,
First Member of Council,
Bangalore.

Dear Lr. Matthan,

Mr. Midford has been coming to Mr. Rajarathnam the Assistant Secretary who is now stationed at Doddballapur and telling him that he has purchased the whole property for Rs.6,000/- from the Heart of India Mission and that the property is his even though he has not paid the amount. He has also brought with him one missionary lady by the name of Miss Marrow and he has told Mr. Rajarathnam that a ordained minister is also coming very soon for them and they are going to to reopen their own mission and that Miss Marrow and that ordained missionary are going to stay at the Dispensary buildings. It seems Miss Marrow told Mr. Rajarathnam that she has just come to give him notice. Evidently Mr. Midford is trying to create trouble by ~~encouraging~~ encroaching into this Girls' Home also. It seems Mr. Midford told Mr. Rajarathnam that he has written to the Government about it. I think it is high time that Mr. Midford is asked to leave by the Government.

I have sent in a reminder to Mr. McClelland and I am sure he will have the letter ready in a few days. I am so sorry for the delay.

Yours sincerely,

J. R. Isaac

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

(84

No. P. 141 Ens 1

Dated, Bangalore, 7th July 193 .

92

117

From

The General Secretary to the Government of His Highness the Maharaja of Mysore.

To

The Deputy Commissioner,
Bangalore District.

Sir,

In continuation of this office letter No.P.6673 dated 29th June 1933 regarding the possibility of obtaining peaceful possession of the properties at Dodballapur from Mr. Midford, I am directed to forward herewith a copy of letter dated 5th July 1933 received from Mr. J. R. Issac, the Secretary, Y. M. C. A., Bangalore, in the matter. I am to request you to see that neither Mr.Midford nor his associates trespass into any part of the property purchased by Government.

I am also to enquire what has been done in the matter of obtaining peaceful possession of the property from Mr.Midford. A detailed report may kindly be submitted to Government without delay.

I have the honor to be,

Sir,

Your most obedient servant,

for General Secretary to Government.

B.K.M.2

118

Appendix F G—1]

SUBJECT.....

165

93

Section

File No.

Serial No.

Diary No. of letter replied to .....

No. P. 141/Enc.

To

The D.C. B'lore

General and Revenue Secretariat

( )

the *193* .

Sir,

In Continuation

of this office letter no. R. 6693 dated 29th June. 1933 ~~in the matter of~~ regarding the possibility of obtaining peaceful possession of the ~~at Doddaballapur~~ properties from Mr. Midford. I am directed to forward herewith a copy of the letter dated 5th July 1933 received from Mr. J. R. Isaac the Secretary Y. M. C. A. B'lore. ~~intimating the activities of Mr. Midford at Doddaballapur and~~ in the matter to request you to see that neither Mr. Midford nor his associates ~~the people do not trespass~~ trespass into any part of the property purchased by Govt. I am also to enquire

Date of issue 7/7/33

Signed by Mr. M. R. J. Rao

List of enclosures Jain

Copied by .....

Examined by .....

186

What has been done in the matter of obtaining peaceful possession of the property from Mr. Midford. A detailed report may be kindly submitted to go with without delay

~~The matter may kindly be heard as urgent and the reply sent early~~

I have etc

JSD 7/7.

for Gen[l] Sec[y] DSP 7.7.33

Replied by Y&A Sec[t] 7/7/33

12-6-1933
187 P

In all future communications please quote
No. C2-3671/32-33
Enc 1

Tel. Address.—"DEPCOM"
Post Box No 34.

OFFICE OF THE DEPUTY COMMISSIONER,
BANGALORE DISTRICT.

Dated, Bangalore, the 7th July *193* 3.

94 119

FROM

K.V.Anantaraman, Esqr., B.A.,
Deputy Commissioner,
Bangalore District.

To

SECRETARY
8 JULY 1933
No. Pay.

S.N.Appanna Iyengar, Esqr., B.A., B.L.,
General *Secretary,*
to the Government of Mysore.
Bangalore.

6/7/33

SIR,

Subject:—

With reference to your letter No.P.6080 dated 23rd May 1933 in the matter of obtaining peaceful possession of the properties of the late Heart of India Mission from Mr.Midford, I have the honour to state that Mr.Midford has declined to vacate the said buildings and give possession of the same. A copy of the shara made by him on the notice issued by the Amildar, Doddaballapur asking him to hand over possession of the buildings is enclosed for reference. Legal action will have to be taken against him for obtaining possession of the properties in question.

I have the honour to be,
Sir,
Your most obedient servant,

K.V.Anantaraman
Deputy Commissioner,
Bangalore District.

V.V.

110 · 188

Copy of shara made by Mr.J.C.Midford on the notice issued by the Taluk Office, Doddaballapur.

Mr.J.C.Midford has received a copy of this Notice. I emphatically decline to vacate and give possession of any of the properties mentioned in this notice to your Government for the following reasons:-

1. These properties were sold to me on 1-7-1931 by Dr. Allan Vincent for Rs.10,000/- by a contract of sale with absolute possession and I paid Rs.100/- as earnest money for which he gave me a receipt. The agreed sale price included all and every description of furniture and other movable articles in the Boys' home and Girls' home and School as per list sent to Government. In this contract of sale one recital is as follows:- " I agree to have this transaction duly confirmed by a Regular Sale Deed in due course" on the understanding between us that the confirmation of sale in my favour would be effected after I had received a concession in price from the American Board for honorary services rendered.

2. Miss.F.A.Young, Representative of the said Mission of Pasadena California and a Member of the said Mission Board, who had recommended the concession convened a meeting of the members of the said Board on 18-11-32 who unanimously agreed to give me a concession of Rs.4000/-(almost half the agreed sale price) and the balance of Rs.6000/- had to be paid by me to the Mysore Government.

3. I wrote to Government on 5-10-1932, 9-11-32, 5-12-32 and 31-12-1932 for a reduction in price for the Boys' Unit and intimating that I had received a concession from the American Board and that Mr.Borthwick had no Power of attorney to sell these properties to Government. On 18-4-33 I wrote to Government making a suggestion that we should exchange the Boys' Home Unit for the Hospital and Doctors' quarters which was sold to me under the said contract of sale and again I pointed out that Mr.Borthwick had no right to negotiate with Government for the sale of these properties under a recent Power of attorney granted to him as such a power is null and void in law and it cannot be take precedence to a bonafide document executed in my favour 2 years previously and confirmed by the Board in America by the grant of

189

of a concession of Rs.4000/-.

4. I have had several interviews with Mr.K.Mathan, B.A., Ist Member of Council and he promised that Government would not interfere with the internal arrangements between the Mission and myself as they had no desire to become involved in litigation. Under these circumstances I fail to see how Government can call upon me (after I have enjoyed 2 years possession of these properties) to vacate them and neither can they purchase these properties from any one except the bona-fide owner.

5. We are British subjects and I purchased these properties in the State of His Highness the Maharaja of Mysore with the full assurance and belief that I would be protected by its Laws and enjoy the same freedom and liberty as that obtaining in British India and if your Government is going to act contrary to its promise of non-interference, I must again decline to concede any rights of ownership over these properties to any one else who have no right whatever to claim them.

Sd. J.C.Midford,
15th June 1933.

P.S. Your Government has also written to me on 15-12-1932 as follows:- "With reference to your letter dated 9th November 1932" regarding the purchase of the Boys' Home Unit by you from the Heart of India Mission " etc etc.

This is self evident that Government was aware that I had purchased these properties from the Mission!!!

Sd. J.C.Midford.-

" C o p y "

S. Rappan

For Deputy Commissioner,
Bangalore District.

V.V.

91 196 | 111 9A C90 228 of 33.

In all future communications please quote
No. C2-367 1/32-33.
Enc ~~One file.~~

Tel. Address.—"DEPCOM"
Post Box No 34.

OFFICE OF THE DEPUTY COMMISSIONER,
BANGALORE DISTRICT.

Dated, Bangalore, the 12th July *1933*.

Law 15-33-1 111

FROM

K. V. Anantaraman, Esq., B.A.,
Deputy Commissioner,
Bangalore District.

96

To

S. N. Appanna Iyengar, Esq., B.A., B.L.,
General *Secretary,*
to the Government of Mysore.
Bangalore.

GENERAL SECRETARIAT
14 JULY 1933
No Pro

SIR,

Subject:

With reference to your letter No. P. 141 dated 7th July 1933 regarding the possibility of obtaining peaceful possession of properties belonging to Heart of India Mission at Dodballapur from Mr. Midford, I have the honour to state that I have already intimated in my letter No. C2-367 1/32-33 dated 7-7-1933 that Mr. Midford has declined to hand over possession of the said properties.

2. I have asked the Amildar, Dodballapur to see that Mr. Midford is not allowed to interfere with any of the above-said buildings and that, if he attempts to do so, to take action against him with the help of the police.

I have the honor to be,
Sir,
Your most obedient servant,

S. Narayan

For Deputy Commissioner,
Bangalore District.
(Absent from Station.)

The file has been referred to the Govt Advocate for issue of a notice.

Submitted for perusal

SS/-. I Member)

15/7/33

15/7/33

15/7

15/7

OFFICE OF THE
FIRST ...
15 JULY 1933
-473-

In reply please refer to
No. 74

OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore, 4th August *1933.*

FROM

A. R. NAGESVARA IYER, ESQ., B.A., B.L.,
GOVERNMENT ADVOCATE IN MYSORE,
BANGALORE.

To

The General Secretary to the Govt.
of H. H. The Maharaja of Mysore,
BANGALORE.

GENERAL SECRETARIAT
7 AUG. 1933
No. [illegible]

SIR,

In continuation of this office U.O. No.8, dated the 18th July 1933, I have the honor to forward herewith for the information of Government, copy of a letter dated 31st July 1933, received from Mr. T. Siddalingaiya, B.A., B.L., Advocate, Doddaballapur, in reply to the Registered Notice issued by me to Mr. J. C. Midford of -- Guddadahalli Village, Doddaballapur Taluk, as instructed by Government.

I have the honor to be,

Sir,

Your most obedient servant,

Government Advocate.

CSN.

98 113

Letter No. Nil, dated 31st July 1933, from T. Siddalingaiya, Esq., B.A., B.L., Advocate, Dodballapur, to The Government Advocate in Mysore, Bangalore.

*****

"In reply to your letter No. 40 dated Bangalore 17/18 July 1933, I am instructed by my client Mr. J. C. Midford, Guddahalli, Dodballapur Tq., as follows :-

"That the sale transactions into which the Government of Mysore have entered are not true; and even if true, are not bonafide and legal, nor, in the least binding on my client. But they are influenced by interested persons in power to defraud my client. The Government have been apprised and the authorities are fully conscious, of the lawful and bonafide ownership and possession of my client. Certain authorities interested in the Missionary Propoganda in the State of Mysore, made some inroads to intimidate my client. Having failed in their personal attempts, they seem to move the whole Government machinery for this unworthy task."

"My client resents very much the allegations in your notice that he put forward "untrue allegations". The correspondence between my client and yours amply discloses that the Government are neither right nor legally justified in interfering in matters of this nature. If in the face of all the facts that they have been put in possession of, they should run a litigation, they do it for reasons best known to themselves, and my client is prepared to meer them in a proper forum of law. Hoping to be excused for the trouble."

***

"C o p y"

CSN/4.8.33

Government Advocate.

Edn. 93]

114

Postal Address:—POST BOX No. 8.
Tel. Address:—EDUCAGEN, Bangalore.

5459/33
P

All replies to communications should be addressed to the Director of Public Instruction, Financial Branch and not to any officer by name.
In all communications this office Number in full should be quoted.

DEPARTMENT OF PUBLIC INSTRUCTION.
GOVERNMENT OF MYSORE.

OFFICE OF THE DIRECTOR OF PUBLIC INSTRUCTION IN MYSORE.

No. *D1. 1303-111 of 31-32.*

Bangalore, dated 28th July 193 3

31 JULY 1933

Encl.

From *W.S. Subba Rao, Esq., M.A., Bar-at-Law.,*
Director of Public Instruction in Mysore,
Bangalore.

GENERAL SECRETARY
31 JULY 1933
No. Rao.

To

S.N. Appanna Iyengar, Esq., B.A., B.L.,
General Secretary to Government,
Bangalore.

Sir,

I have the honor to invite your kind reference to this Office letter No.D1. 1303-111 of 31-32 dated 9th June 1933 requesting you to return this Office file Nos. D.Dis. 4/B. of 27-28 and R.Dis. 2039-112 of 29-30 relating to the sanction of building grants for the children's Paradise Dodballapur and to request you to kindly return the files early.

I have the honor to be,
Sir,
Your most obedient servant,

W.S. Subba Rao

DIRECTOR.

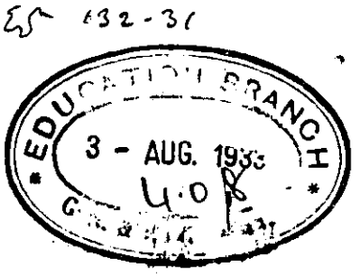
The Connected file was taken by Mr. Gurubasappa of the Ed:Br. This may be sent here for disposal

CS1.

Ed:Br. a.c.)

100 115

× Ed 132-31



× Ed 132-31 : the connected file which was linked to D.N.E 132 is not back & it is linked therewith. This may be sent to Pro. Br. for comment.

8/8/33.

Pro. Br. with compts.

8.8.33.

G.R.S. App. F VI—G 2]

1935 118

SUBJECT .....

.....

.....

101

Diary No. of letter replied to .....

Section Land

File No. 15-33

Serial No. 3

General and Revenue Secretariat

( )

the 193 .

Proceedings of the Government of His Highness the Maharaja of Mysore.

Date of issue 12/8/33

Signed by M. N. J. Rao

Read—

Correspondence ending with the letter no. C 2-3671/32-33 dated 12th July 1933 from the D.C. Bellary stating that it has not been possible to obtain peaceful possession of a portion of the Head of India Mission property at Doddaballapur which are still in the possession of Mr. Midford by virtue of the Order thereon. The Curios property has been taken from the Head of India Mission

2. notice no. 40 dated 15th July 1933 issued by the Govt. Advocate to Mr. J.C. Midford asking him to hand over possession of the Bungalow to Govt in the Boy's House Quarters, failing which he will be sued in a Court of law.

May this be—

(i) printed ?

(ii) treated as a standing order ?

(iii) published in the Gazette, English Part ?

(iv) translated ?

(v) placed at the disposal of the press ?

(vi) published in the Gazette, Kannada Part ?

3. Lr b
Letter no. 74 dated 7
Aug 1933 from the Govt. Advocate
forwarding a Copy of the letter
dated 31. July 1933 received from
Mr. T. Siddalingaya, Advocate
Doddaballapur. in reply to
the registered notice issued to
Mr. J.C. Widford
order in P 728-32
All the
~~Bungalow~~ properties of
Head of India Mission Band at Doddaballapur
were purchased by ~~the D.C.~~
the
~~Bungalow on behalf of~~ Govt of Mysore.
from Mr. Burkwick of Head of
India Mission and a regular
sale deed was got duly executed and
~~executed~~ registered
on 20th April 1933. One Mr. J.C.
Widford who is in wrongful
possession of the bungalow in
the Boys Home until refuses to
quit inspite of the notice issued
by the Govt. Ad.
Govt are therefore pleased
to sanction the institution of a

List of Enclosure

Copied by

Examined by

G. R. S. App F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(Continuation sheet draft form.)

102

97 119

Civil Suit against Mr. D.C. Midford, and direct the P.Br. B'lore to take necessary action under the rules for the Conduct of the legal affairs of Govt. in Consultation with the D.C. B'lore and the Director of P. W.

ISD 10/8

DRP Genl Secy 10/8

To,

The P.Br. B'lore

" D.C. B'lore

" Director of P. W.

" Comptroller to Govt

" Govt. Advt.

Copy to Edr Br.

Copied by K. Kunhi 1/9/33

WD 0327—GPB—10,000—18-5-27

198

120

from

The General Secretary to Govt.

103

To

The Director of Public Instruction in Mysore,
Bangalore.

Dated Bangalore, 11th August 1933. xxxx

Sir,

With reference to your letter No.D.1.1303-111 of 31-32 dated 31st July 1933, I am directed to return herewith the two files of records of your office relating to the sanction of the building grants for the Childrens' paradise at Doddaballapur.

I have the honor to be,

Sir,

Your most obedient servant,

for General Secretary to Government.

B.K.M.2

Appendix F G—1]

SUBJECT.....

104 199

14

Section

File No.

Serial No.

Diary No. of letter replied to.....

No. P. 1733/Sec 2 files

To The Director of P. D.

Sir,

With reference to your letter no. D1. 1303-III of 31-32 dated 31.7.33. I am directed to return herewith the ~~two~~ files of records of your office ~~records~~ relating to the Sanction of the building grants for the Children's paradise at Doddaballapur.

I have etc

PM
W/s for Gen Sec'y

153
6/8

General and Revenue Secretariat

( )

the *193* .

Date of issue 12/8/33

Signed by [signature]

List of enclosures.....

Copied by [signature]
11/8/33

Examined by.....

Original sent to Be. vide D.O. dt 12.3.34 To the RD 11/3.

This document consists of four 173 sheets-First-sheet of document No.89 of 1932-3 Book No.I.

106

34

THIS INDENTURE MADE-the twenty eighth day of April one thousand nine hundred and thirty three between the Heart of India Mission ~~Band~~ Band, a California Corporation, represented by William Borthwick, son of John Borthwick and residing at 9, Cockburn Road, Civil and Military Station, Bangalore, South India, its Superintendent, Agent and duly constituted Attorney under a Power of Attorney dated the 14th day of January 1933, hereinafter called the Vendor which expression shall include all its successors, representatives and assigns, of the one part and the Government of His Highness the Maharaja of Mysore represented by the Deputy Commissioner, Bangalore District, hereinafter called the Government of the other part:

WHEREAS at the request of the Vendor, Government have granted to the Vendor a sum of Rupees Sixteen thousand in the aggregate, towards the construction of a portion of the properties more fully described in the Schedule hereto annexed, on terms and conditions appearing in two documents dated the 27th June 1927, and 26th June 1928 between the Vendor and Government;

WHEREAS the Vendor is now liable to refund to Government the aforesaid sum of Rs.16,000 for which Government have a lien over the said properties;

and WHEREAS the Vendor has agreed to sell and convey absolutely all the properties more fully described in the Schedule hereto annexed to the Government for a consideration of Rs.18,000 Rupees Eighteen Thousand only, out of which the Government are authorised to appropriate Rs.16,000 in satisfaction of what is owing by the Vendor to Government.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. That in pursuance of the said agreement and in consideration of the sum of Rs. 16,000 only (Rupees Sixteen Thousand only) --

only, which Government have appropriated towards their dues as aforesaid and a further sum of Rupees Two Thousand only now paid by Government to the Vendor, the receipt of which the Vendor hereby acknowledges, the Vendor as sole and beneficial owner hereby conveys transfers and assigns to Government absolutely and by way of sale all the properties more fully described in the Schedule hereto -- annexed and every part thereof.

2. The Vendor hereby covenants with the Government that he has full power to convey the properties hereby conveyed or expressed so to be to Government and that there are no encumbrances, charges, demands, claims etc., of whatsoever description in the said properties or any part thereof.

3. The Vendor further covenants with the Government that the Vendor and every person deriving title under him shall from time to time and at all times at the request of the Government but at their cost do and execute or cause to be done and executed all such lawful -- assurances, acts, deeds and things whatsoever for further or more perfectly assuring the property hereby expressed to be conveyed to the Government.

4. The Vendor shall keep the Government always and effectually indemnified against all actions, proceedings, costs, claims and demands whatsoever in respect of this transaction and Government shall be entitled to recover any loss or damage that they might suffer in respect of this transaction.

IN WITNESS WHEREOF the Vendor has set his hand and seal the day and year first written.

Heart of India Mission Bang
by its duly constituted attorney
William Bothwick.
Signature of Vendor.

Witness:—

(1) H. Graham,
Solicitor
1st Central Street,
Bangalore Cantt.

(2) C. S. Pattabhiramiah
Clerk
DRO.
Bangalore.

Third Sheet of Document No. 1 of 1932-3 Book No. I

108

36

Schedule.

1. Survey No. 56 in Basettihalli Village, Dodballapur Taluk, consisting of about 13 acres of land a bore-well and mango, honge and other trees and a block of buildings which include (a) a bungalow with living and school rooms, chapel etc., attached, going by the name of children's Paradise (b) a dispensary (c) Doctor's quarters, (d) Servants' quarters and (e) a garage, and bounded as follows:-

North by the boundary line of Dargapura,
East by Basettihalli tank and Guddadahalli boundary,
South by Basettihalli tank,
West by Bangalore Road.

2. Survey No. 57 in the same village, consisting of about 4 acres and 8 guntas of land, with a stone Mantap and well and a mango garden and bounded as follows:-

North by Survey No. 56,
East by Basettihalli tank and Survey No. 56,
South by Basettihalli tank,
West by Bangalore Road,

3. Survey No. 67 in Arehalli Guddadahalli Village, Dodballapur Taluk, consisting of about 10 acres and 2 guntas of land with two wells, mango, seege, tamarind and other trees and bounded as follows:-

North by Survey No. 66,
East by Arehalli Guddahalli tank bed,
South by --do-- --do--
West by Survey Nos. 68 and 69.

4. Survey No. 68 in the same village, consisting of about 6 acres and 6 guntas of land, with a bungalow and trees and bounded as follows:-

North by Survey No. 66, East by Survey No. 67, South by Survey No. 67, and west by Survey No. 69.

109 37

5. Survey No. 69 in the same village, consisting of about 9 acres and 21 guntas of land with jack, mango and other trees and a block of buildings which include (a) a chapel (b) Boys' school (c) Two out houses and (d) a dilapidated building without roofing and bounded as follows:

North by S.No. 66

East by S.Nos. 68 and 67

South by S.No.88

West by S.Nos. 70 and 71

6. Survey No. 70 in the same village consisting of about 6 acres and 23 guntas of land with a mud well, mango, Honge and other trees and bounded as follows:

North by S.No. 71

East by S.No. 69

South by S.No. 88

West by S.No. 71

7. Survey No. 71 in the same village consisting of 22 acres of land and bounded as follows:

North by S.No. 63

East by S.Nos. 69 and 70

South by S.Nos. 87 and 88

West by S.Nos. 72, 73 and 74.

8. Survey No. 86 in the same village, consistingof 3 acres of dry and wet land including a building and bounded as follows:-

North by S.No. 87

East by S. No. 85

South by S.No. 81

West by S. Nos. 78, 79 and 80.

Heart of Indian Mission Board
by its duly constituted attorney
William Borthwick
Signature of Vendor.

Witnesses. H. Graham,
1. Solicitor,
1 Central St.
Bangalore Cant.

2. C.S. Pattabhiramiah,
Clerk, D.R.V. Bangalore.

Presented in the office of the Dist. Registrar, Belize

Head of Indian Reserve

Band duly Constituted attorney of William Bennett

Execution admitted by

Head of Indian Reserve Band by his duly

Constituted attorney of William Bennett

He is unable to sign his thumb mark

(sd)

Identified by

(sd) H. Graham

Solicitor

10 and 12 Corozal Street - I 10

Signature Cert

(sd) H. Narayanan

Dr D. Reg

Registered in Reg/Mtg Book I vol 49 pages

111 to 115 and the two copies of 10 plans presented

with the document are filed in Supplemental

file vol - 17 pages 15 to 16. Fee, paid $ 57/- only

(sd) H. Narayanan Reed

4.5.33.

Dr Dist. Reg

POWER OF ATTORNEY:GENERAL.

(1138

Know all men, by these Presents: That ..... Heart of India Mission Band a California (U.S.A) ..... Corporation County of Los Angeles State of California have made, constituted, and appointed, and by these presents does make, constitute and appoint William Borthwick .....
.....
its true and lawful Attorney for it and in its name, place, and stead, and for its use and benefit, to ask, demand, sue for, recover, collect and receive all such sums of money debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever as are now or shall hereafter become due, owing, payable or belonging to it, and have, use and take all lawful ways and means in its name or otherwise for the recovery thereof, by attachments, arrests, distress, or otherwise, and to compromise and agree for the same, and acquittances or other sufficient discharges for the same, for it and in its name, to make, seal, and deliver; to bargain, contract, agree for, purchase, receive, and take lands, tenements, hereditaments, and accept the seizing and possession of all lands, and all deeds and other assurances, in the law therefor and to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements, and hereditaments, upon such terms and conditions, and under such covenants, as he shall think fit. Also to bargain and agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner, deal in and with goods, wares, and merchandise, choses in action, and other property in possession or in action, and to make, do and transact all and every kind of business of what nature or kind soever, and also for it and in its name and as its act and deed, to sign, seal, execute, deliver and acknowledge such deeds, leases and assignments of leases, covenants, indentures, bills of lading, bills, bonds, notes, receipts, evidences of debt, releases and satisfaction of mortgage, judgment and other debts, and such other instruments in writing of whatever kind and nature, as may be necessary or proper in the premises.

GIVING AND GRANTING unto its said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as it might or could do if personally present, hereby ratifying all that its said Attorney ..... shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, it has hereunto set its hand and seal by its Secretary thereunto duly authorised the 14th day of January Nineteen hundred and thirty three.

Signed, sealed and delivered in the presence of Mary Pruitt Jacques.) HEART OF INDIA MISSION BAND (Seal).
) By V.J.Jacques Secretary (Seal).
..... (Seal).

Power of Attorney-General -

State of California)
County of Los Angeles) ss.

On this.....day of.....A.D.19- before me,.....a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personal personally appeared.....
.....
.....
known to me to be the person whose name subscribed to the within Instrument, and acknowledged to me that.....
he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above-written.

.....
Notary Public in and for said County and State.

ACKNOWLEDGMENT -General -- Wolcott's Notary Blank 232.

State of California)
County of Los Angeles) ss.

On this 14th day of January 1933 before me, Chas. H. Johnston, a Notary Public in and for said County, personally appeared V. J. Jacques known to me to be the Secretary of the HEART OF INDIA MISSION BAND the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation within named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the said county, the day and year in this certificate first above written.

Sd. Chas. H. Johnston.
NOTARY PUBLIC
In and for the County of Los Angles State of California.

No.....

Power of Attorney
General.

To

Dated.....19

Order No.....

When recorded, please mail this instrument to

No.58/32-33 Certified that the Mysore Stamp Duty viz., Rs.718-0 Rupees seven and annas eight only has been levied on this document and credited into the Bangalore Taluk Treasury. Amount tendered by Mr. William Borthwick - vide C.No. 308, dated the 6th April 1933.

Sd./- H. Narayana Rao,
Deputy Commissioner,
Bangalore District.
6.4.1933.

"Copy."

Sd. H. Narayana Rao,
For Deputy Commissioner,
Bangalore District, 28.4.1933.

"COPY".

"We do testify that the Father sent the Son to be the Saviour of the World"

Heart of India Mission Band

Interna[illegible]nal — Incorporated — Interdenominational

BASIS

A perfect Saviour. A Whole Bible. A full Salvation

97 159 17 (4) 19

American Board :

S. C. BRILHART, *President*
V. J. JACQUES, *Secy.-Treasurer*
626, N. Michigan Ave. Pasadena Calif.

producing in 1937 by the plan of R. A. [illegible]

FEB 20 1936 1932

True Copy

To Dr Allan Vincent, Supt. Heart of India mission Band Bangalore

Dear Sir, Due to unforeseen circumstances over which I have no control I am not able to pay the purchase price for the property known as the Boys Home of the Heart of India Miss. Band at the present moment — but I am willing to pay Rs [illegible] as rent for year from the 1st January

Yours truly
J. C. Midford

K1

PROBATE JUDGE'S COURT

Vs.

Cr. Suit No. 72 33-A

[illegible] 6-10-36

Exc K1

6-10-36.

W. Borthwick
9 Cockburn Rd.
Bangalore

Town [illegible]
Work

93 29 32

[illegible] JUDGE'S COURT BANGALORE

Vs.

O.S. No. 77 of 33

[illegible] 10-10-36

proved [illegible]

[illegible]

Dated 10/10/36 [illegible] Judge

[illegible] 21st [illegible]

Under [illegible]

[illegible]

W. Copy of G.R. [illegible]
for information -
W.

AGREEMENT

We, whose names are entered in the margin and whose ~~committee~~ of management E. G. Eaton / Mrs E. G. Eaton / Committee E.G.E. / Members E.G.E. signatures appear at the foot hereof, hereby accept the special grant of Rupees Six thousand only sanctioned by Government through the Director of Public Instruction in Mysore for the Boys E.G.E. School and Hostel at Dodballapur in the District of Bangalore in the Director of Public Instruction No D130-B dated the 18th of June 1928 and in consideration of such grant we hereby jointly and severally and on behalf of our successors in office and the owners for the time being of the premises now to be occupied by the said School and Hostel agree that if the School and Hostel are at any time hereafter abolished or the buildings thereof diverted to other than educational purposes approved by Government, Government shall be paid by the owner thereof for the time being a sum representing such portion of the then market value of the said E.G.E. buildings as the grant above referred to bears to the ~~present market value thereof~~ estimated market value thereof on completion of the building E.G.E. now proposed namely, Rs. The decision as to what is the market value of such buildings at such future period shall rest with E.G.E. the Government of Mysore. The above provision shall cease to have effect at the expiration of 30 years (thirty years) from the date hereof without prejudice, however, to any right that may have accrued to Government prior to the expiration of such period.

Dated this 26th day of June one thousand nine hundred and twenty-eight.

Signed by the said E. G. Eaton / Mrs. E. G. Eaton

in the presence of G. Gaudon

(1) .....

.....

(2) Mrs E. Samuel.

.....

0877/33-34

Advocate for plaintiff

S. A/18/K5 No 359
3.8.27
27
30
97

(illegible) agreement
29/6/27

We the members of the Heart of India Mission Band, Dodballapur whose names are entered in the margin and whose signatures appear at the foot hereof, hereby accept the building grant of Rs. 10,000/- (Rupees Ten Thousand) sanctioned by the Government of His Highness the Maharaja of Mysore through the Inspector General of Education in Mysore Government Order No. D.188-189 Edn. 40-26-37 dated Camp Mysore 17th June 1927 towards the cost of the educational building "Children's Paradise" in Dodballapur, Bangalore District, and in consideration of such grant we hereby jointly severally and on behalf of our successors in office and owners for the time being of the building referred to above agree that if the building for which the grant has been sanctioned is prior to the expiration of Forty Years from the date of payment of the grant, diverted to other than educational purposes approved by the Government the management shall refund such portion of the grant as may be determined by Government. If the management failed to make such a refund Government may summarily take possession of the building till the amount is refunded, or recover the amount by such means as they may think fit.

E.G.Eaton
Mrs.E.G.Eaton

Dated this Twentyseventh day of June A.D. One Thousand Nine Hundred and Twenty Seven.

E.G. Eaton
Mrs. E.G. Eaton

E.G. Eaton
Mrs. E.G. Eaton

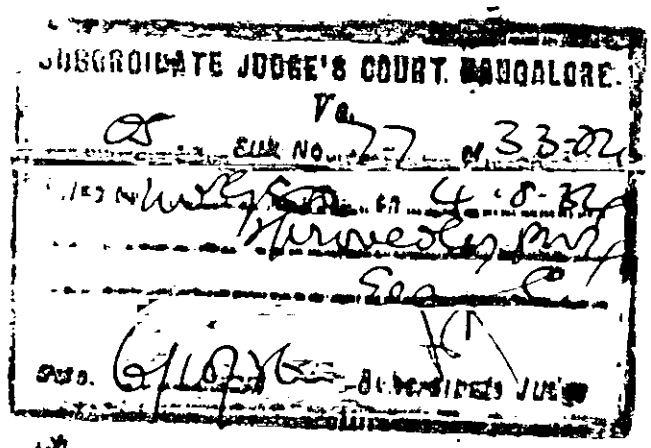
In the presence of witnesses

1. A. Amrit
2. L. Anantaramiah

27.6.27

OS 77/33-34 Subdt

Advocate for plaintiff



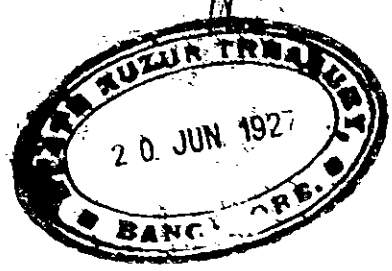
No 9466

8/12

Mrs E.G. Eaton

5/25/27

Hyannis Worcester Co Mass



Doddaballapur.
18th May 1933.

~~D.O. L.C~~

To,
V. J. Jacques Esq.
Secretary, Heart of India mission Board,
Pasadena California

42-46

150

102

Dear Sir,

I am sorry you did not write to me on the question of the Sale of the H. I. Mission properties to me by Dr. Allan Vincent, when you called on the 19-11-1932, although you promised Miss Young that you would do so in August 1932. I received no letter before the Cable or after from you.

Without recapitulating the details of these transactions, I think it would be better if I came straight to the point, as you are already conversant with them from my letters to Miss Young, who has shown them to you and to the members of the Board as the result of which they very kindly granted me the Concession of Rs 4,000/- in price.

Not having received any letter from you I thought it was only right to make Mr. Vedders acquainted with all the details of this transaction because she was good enough to convey a message of appreciation to my wife and I, through Miss Young, for what we had done for the Mission. So I accordingly enclose herewith a copy of my letter to this Lady dated 15th May 1933 which will explain the whole situation as regards the Sale of the mission properties to me on 1-7-1931.

From a careful study of my letter you will observe that the VITAL POINT AT ISSUE is this that these properties were sold to me for Rs 10,000/-, in which was included the Bajo Home Unit, which was sold to me by a mistake, and when this mistake was discovered, Dr Vincent & I agreed that I should deal direct with the Mysore Government & make my own arrangements to pay

them Rs 6000/=, but that I was bound to pay the Mission Rs 4000/= !!! Miss Young made strong pleas for me to your Board Members for a reduction in price, and she succeeded in obtaining for me a concession of Rs 4000/- (i.e. a reduction from the agreed Sale price of Rs 10000/-) on the 18-11-1932, which meant that I had only to pay the Govt. Rs 6000/- and there the matter ended without any further obligation to your Mission!

Kindly place this letter and the enclosed copy of my letter addressed to Mrs Vedders, before the members of the Mission Board and draw their attention to para 7.

Now that these properties have passed absolutely into my possession I shall feel much obliged if you will kindly have the necessary deeds and papers drawn up in my favour giving the right of ownership to me of the said properties in Boy's House (six buildings etc. etc.) Hospital Doctor's Quarters, out-houses etc. mango Tope, Well & a Stone Watchman Hut - according to the details in Sale Deed already in my favour, but excluding the Boy's House Unit measuring 150 x 25 feet - at your earliest convenience to bring this long pending matter to a close.

Thanking you for a reply by Cable & the confirmation & sending by the Deeds etc in my favour.

I would be further obliged if you could also send me all letters and petitions written to you or the Board by Indians or others against me, which will enable me to clear up cases I have pending.

I remain, Yours truly, Sd/- E. Grandford

DISTRICT JUDGE'S COURT BANGALO
Serial No. 27 of 33-Ola
10/10/26

10/10/26

Urgent.

In future communications please quote—
No. L.Dis.3671/32-33
Enc. One

OFFICE OF THE DEPUTY COMMISSIONER,
BANGALORE DISTRICT.

Dated, Bangalore, the.....9th January.....*193* 5

FROM

The *Deputy Commissioner,*
Bangalore District.

To

The Public Prosecutor,
Bangalore Division.

SIR,

Subject :—

I have the honour to forward herewith the duplicate summons issued by the Subordinate Judge, Bangalore for production of certain documents in O.S.No.77/33-4 on the file of his court on the 10th instant and to request you to kindly take necessary action in the matter. The records of the case were sent to you on the 8th August 1934.

I have the honour to be,
S i r,
Your most obedient servant,

FOR DEPUTY COMMISSIONER,
BANGALORE DISTRICT.

SVS. 9-1-35.

11

"We do testify that the Father sent the Son to be the Saviour of the World"

Heart of India Mission Band

19

International — Incorporated — Interdenominational

BASIS

A perfect Saviour, A whole Bible, A full Salvation

3

American Board :
S. C. BRILHART, *President*
V. J. JACQUES, *Secy.-Treasurer*
626, N. Michigan Ave. Pasadena Calif.

Indian Address :
HEARTHA, BANGALORE "

FIELD HEADQUARTERS :
The Bible Hall,
Cunningham Road,
Bangalore.

British Council :
Rev. N. W. MELLING, *Chairman*,
Miss D. I. EVANS, *Secretary*
17, Bushy Park, Bristol.
H. HATTEMORE, *Treasurer*,
117, Manchester Road, E 14.

Hon.-Superintendent :
Dr. A. A. B. VINCENT, M.B., Ch.B.,
9, Cunningham Crescent,
BANGALORE, S. India

To the Secretary
to Mysore

Dear Sir,

With reference to the Property of
Mission at Doddaballapur.

The Mission has suffered financially in
Dear I
& being no longer able to run the
Girls' Schools, handed over the Properties concerned
to the Mysore
Education Dept.

If there is likelihood

of this Association being able to run the Schools [illegible] financial aid. Therefore I feel that the best step for me to take is to hand over my properties to Mysore Govt., so that they can utilise it in the best way, according to their discretion.

I am addressing one, Mr. [illegible] to finding their Samadhi

possession.

The properties concerned are :—

(1) Girls Home, including Mission.

(2) Boys Home [illegible].

I will let the Govt. know if [illegible] this step.

I am, Sir,

Yours [illegible]

W. [illegible] Govt. in [illegible]

[2]S Of course we should like the property in question to be devoted to these purposes for which it was originally designed.

1st P/A dated 10th Feb 1932

2nd P/A 14th Jan 1933 Registered No. 58/22 - 33

H/C received 6/4/33.

1.5 3087)

To Portsmouth

Extracts from letters of American Secy

Jan 6th 1932 Regarding the matter of Mr. Midford and the cable that the Board sent to him.-

This was a result of a lot of correspondence that Miss Young had received from the said Mr Midford to the effect that he wanted the Board to make him a special offer for the Dodballapur property which he is now occupying and for which he said he would deposit the money in the Bank subject to the Boards order and your approval and at the request of Miss Young a desire to please her the Board sent a cable in response to this request that we would take six thousand Rupees and for him to cable us when the money was deposited in the Bank to the credit of the H. I. M. B. whereupon we were to notify you to convey the property to him

We do not care for you to quote us but many of the Board were not in favour of this and was firmly of the opinion that Mr Midford would do no such thing But to satisfy Miss Young we did this so she could not say that we had ~~not~~ not endeavored to give Mr Midford a chance to purchase the property Will say that one reason Miss Young was so insistent on this was

that mr midford declared he would have no further dealings with you or Dr Vincent as our representatives. This will explain everything to you

V. J. Jacques.

Feb 10th 1933

Bro. B.

Regarding the midford matter you will have received our explanation. All members of the Board are with you and always thought mr midford was a rascal but to pacify Sister Young we thought no harm could come from offering the property for 6000 Rupees and instruct you to attend to the business part when he deposited the money in the Union Bank

Feb 25 - 1933

Sent you all ~~necessary~~ data & authority to get property out of eighteen

B We hope Miss Young will be satisfied with the action of the Board and see that she has been deceived by Mr Mudford as well as ourself

16 S/

Jan 14th 1933

B 88)

Enclosing P/A

On 14th Jan we sent you a cable grant saying Trust ~~dead~~ ees authorise you accept compensation of £2000 from Govt £2000 from Y & R Dodwell their property Special P/A in mail.

Regarding Mr Mudford I wrote you a week ago explaining reason

He wanted word direct from Board as he claimed he would not transact any business with our legal representatives on the field many reasons of which he gave but which are not necessary to state here However the Board would not consent to send

this cable only that Miss Young seemed to think that we should answer his letter and give him a chance to acquire the property if he so desired; so we finally settled that we would offer him the property for 6000 Rs and he was to deposit the money in the Bank and the Bank was to cable us when the money was so deposited. None of the Board members felt he could buy the property but so that Miss Y. could not say we did not give him a fair chance or deal we took this step to please her It in no wise reflects upon the Board's confidence in Vincent or yourself

Copy of Cable

Mudford Dodballapur

Will accept 6000 Rupees net have Bank cable Jacques Pasadena Signed Board Secy

13 28

Dodballapur, May 11, 1932.

I have this day taken charge of the properties of the Heart of India Mission Band Inc. handed over to me as the Secretary of the Mysore Indian Christian Education Fund Association by Miss F. Young, representing the Heart of India Mission Band Inc. at Dodballapur, as described hereunder:--

1. The Children's Paradise including the Girls' Home, Mission Bungalow attached to is, Hospital, Doctor's Quarters, Out Houses and other appurtenances belonging to them.
2. Boys' Home Unit
3. And 13 Acres and 7 Guntas of land on which No. 1 is built on

S. Jain 89)
Hon: Secretary
M.I.C.E.F. Assn
11th May 1932

9

Union Hall,
9, Cockburn Road,
Bangalore,
17th November 1932.

(99)

Sir,

As requested I enclose a copy of my Power of Attorney received from our American Board and trust to hear the same is in order.

If you will permit I would like again to refer to our conversation of yesterday and to emphasise that unless a fair price is mentioned the Board might be inclined to retain the hospital and topes rather than give it away for next to nothing. Personally I would rather see the Government take it all but think you must agree that Mr. Isaac's thought of two or three thousand was ridiculous. The four wells alone would cost more if they had to be dug. Along with hospital there is a small doctor's house standing between hospital and Home with a large garage behind. Don't know if you noticed these buildings.

As regards the farming of the place a Government Forest Off recently visited the place and was very enthusiastic along this At that time Dr. Vincent thought he might retain the place as a School.

I feel I need not refer to the Midford affair. His eviction would be a very simple matter with Government. Am staying over til Monday morning and may go out tomorrow or Saturday and see the Amildar at Doddaballapur. I suppose my first duty would be to advise Midford that the place is now being handed over to Government pending favourable reply from Home Board and give him a month's notice to leave the place. Will consult with the Amildar about it when I go out.

I thank you for your kind and considerate treatment and trust an amicable settlement may soon be reached . If it would expedite matters I could cable Board as regards any tentative offer you may feel free to make; or I could write them fully by tomorrow's air mail and ask them to cable reply.

Exclusive of teachers and workers salaries and hospital expenses a sum of over thirty thousand rupees has been spent by the Missi in feeding and clothing poor children out there. If feeding the

hungry and clothing the naked isn't good business and giving the Government good returns for their investment then I don't know what business is. This I mention in case any criticisms arise in your Council.

My home address in Bangalore is behind Union Hall, 9 Cockburn road.

Thanking you,

I remain,

yours sincerely,

Sd/ W. Borthwick.

K. Matthan, Esq.,
I Member of Council of Mysore Government,
Bangalore.

'C O P Y'

NOTICE (1).—The Post Office is not responsible for loss or damage in the case of inland registered articles, unless they are also insured.

(2)—The special conditions and restrictions as to insurance which will be found in the current edition of the Post and Telegraph Guide are binding upon every sender of an Insured postal article by virtue of rules prescribed under the Indian Post Office Act, 1898.

No. 080

For Insurance Notices see reverse.
Stamps affixed except in case of uninsured letters not exceeding 2½ tolas or one ounce in weight or on which no acknowledgment is due.

Rs. As.

Date-stamp.

Received a registered * ——— ———

addressed to ———

———

———

——— * Write here "letter," "postcard," "packet" or "parcel" with the word "Insured" before it when necessary.

Initials of Receiving Officer.

If insured.

Insured for Rs. (in figures) ——— *(in words)* ———

———

Insurance fee Rs. ——— *As.* ——— *(in words).*

Weight | *Rates*

Tolas

Name and address of sender.

———

———

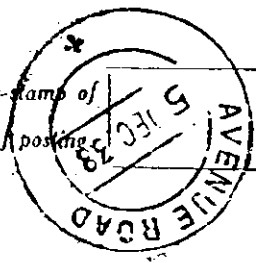
———

AVENUE ROAD
5 DEC 33

On Postal Service.

To

Sender's name and address. G. S. Krishnaswamy Iyer, Esq., B.A., B.L.
public prosecutor,
Bangalore city.



Name-stamp of office of posting

R. P.-54.

Acknowledgment.

(To be returned to office of posting for delivery to sender.)

RECEIVED a registered* ____ No. ____

addressed to (name) Rev. W. Barthwick of Kannan Kurchi

† Insured for Rs. ____ (rupees)

† Weighing (*in words*) ____ (tolas)

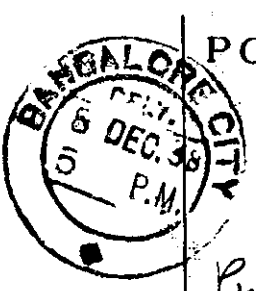
Signature of addressee W. Barthwick

Date of delivery 16/12 1938

* Write here "letter," "post-card," "packet," or "parcel," as the case may be preceded by the word "insured" if the article is insured.

† To be filled up only in the case of insured articles, and to be scored out in the case of other articles.

Lal Chand & Sons, Printers, Calcutta—No. 1361R (A-93)—18-5-37—1,00,00,000.



POSTCARD

ADDRESS ONLY

Public Prosecutor

Mysore Govt.

Bangalore City

K

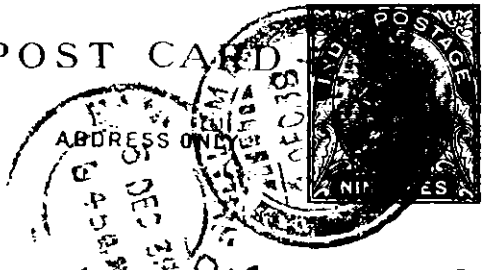
4/12/38 Salem Mass.

Sir,

I thank you for
Copy of the Headpost's
letter to Dr (so called) Vedder.
returned by you yesterday

Sincerely
W. Borthwick

POST CARD



The Public Prosecutor

Chickpet

Bangalore City

Dr Kannankuchee
2/12/38

Sir,

I thank you for letter
of 28th Nov. 38 to
hand to day will be glad
to have misplaced letter
to Dr Vedder many others
at your earliest
convenience

Thanking you

W. Borkuck

as you say it is not
necessary to return any
letters written by me.

Kannankurchee, 2-12-38

Sir,

I thank you for letters and for yours of 28th Novr.1938 to hand to day. Will be glad to have Midfords letter to Dr. Vedder and any others at your earliest convenience.

Thanking you,

Sincerely,

Sd. W.Borthwick.

As you say it is not necessary to return any letters written by me.

To

The Public Prosecutor,

Chikpet,

Bangalore City.

/True copy/

R. P.-54.
3d R. & P.-4.

Acknowledgment.

(To be returned to office of posting for delivery to sender.)

128

RECEIVED a registered* _____ No. _____

addressed to (name) Rev. W. Bouthuick, Heart of Indian Mission, Kannanur Kuruchi, (Salem)

† Insured for Rs. _____

† Weighing (*in words*) _____ tolas _____ rates

Signature of addressee W. Bouthuick

Date of delivery 2 | 12 1938

* Write here "letter," "post-card," "packet," or "parcel," as the case may be, preceded by the word "insured" if the article is insured.

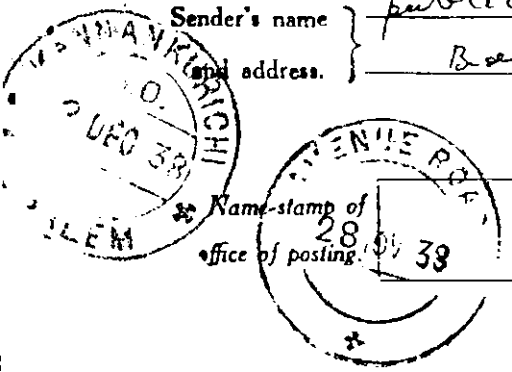
† To be filled up only in the case of insured articles, and to be scored out in the case of other articles.

Lal Chand & Sons, Printers, Calcutta—No. 354 (A-288)—23-7-27—30,000 Blks.

On Postal Service.

To

Sender's name and address. public prosecutor, Bangalore division, Bangalore city



Name-stamp of office of posting.

R. P.-54

Acknowledgment.

(To be returned to office of posting for delivery to sender.) 38

RECEIVED a registered ____ No. ____

addressed to (name) Rev. W. Borthwick, Kannanur Circle, Salem district

† Insured for Rs. ____

† Weighing (*in words*) ____ tolas ____ rifles *

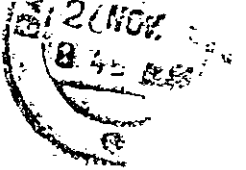
Signature of addressee W. Borthwick

Date of delivery 25/11/1938

* Write here "letter," "post-card," "packet," or "parcel," as the case may be preceded by the word "insured" if the article is insured.

† To be filled up only in the case of insured articles, and to be scored out in the case of other articles.

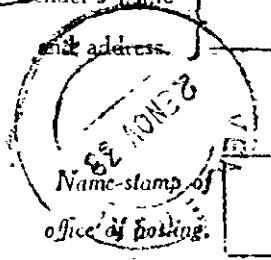
Lal Chand & Sons, Printers, Calcutta—No. 1564 (1-33)—15-5-37—1,00,00,000.



On Postal Service.

Sender's name
and address.

23-11-38



No. 128

For Insurance Notices see reverse.
Stamps affixed except in case of uninsured letters not exceeding 2½ tolas or one ounce in weight or on which no acknowledgment is due.

Rs. As. 1

Date-stamp.

Received a registered * letter addressed to

* Write here "letter," "postcard," "packet" or "parcel" with the word "Insured" before it when necessary.

Initials of Receiving Officer.

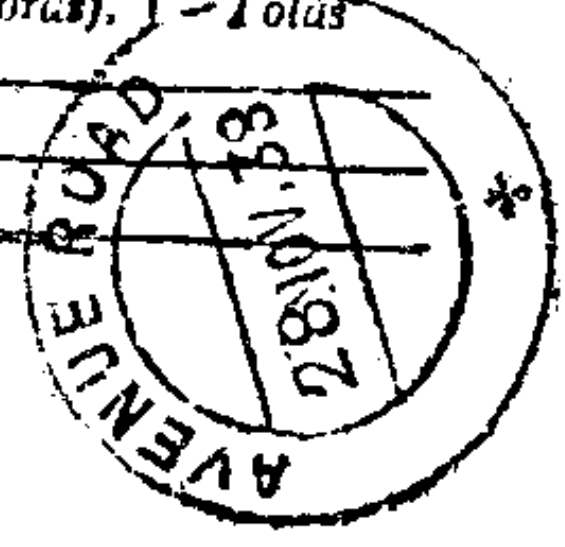
If insured:

Insured for Rs. (in figures) *(in words)*

Insurance fee Rs. *As.* *(in words).*

Weight *Rates* *Total*

Name and address of sender.



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No. 038

For Insurance Notices see reverse.
Stamps affixed except in case of uninsured letters not exceeding 2½ tolas or one ounce in weight or on which no acknowledgment is due.

Rs. As.
Date-stamp.

Received a registered* addressed to

* Write here "letter," "postcard," "packet" or "parcel" with the word "Insured" before it when necessary.

Initials of Receiving Officer.

Insured for Rs. (in figures) (in words)

Insurance fee Rs. As. (in words)

Weight Rates
Tolas

Insured.

Name and address of sender.

NOTICE (1) The Post Office is not responsible for loss or damage in the case of inland registered articles, unless they are also insured.

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793/38-39

23rd November '38.

R.A.D. -

To

Rev. W. Borthwick,
Kannankurichee,
Salem District.

Nam
addr
of ser

Sir,

With reference to your demand for certain documents can you please send me a list describing the documents, to enable me to deal with them.

Yours Faithfully,

S —

D.O.

19th Novr.1938

Dear Sir,

Re. Midford's case.

After seeing you yesterday I saw Mr. Ramakrishnayya and I explained to him the whole matter and also have left the documents with him to be perused as also my confidential note.

The delay in sending the documents to Rev.Borthwich was due to (i) the usual time taken in obtaining them from Court ; (2) the time taken in sending them to the Law Department and getting them back and then sending them to the Revenue Commissioner and getting them back; (3) an apprehension on my part based on reliable information, that they were going to be used against Government and certain officers of Government, in attempting to recover a supposed claim for Rs 2000/-

I have also explained the other circumstances to you in my letter H56 delivered yesterday to Mr.Ramakrishnayya and personally.

I will probably have to return them to Rev.Borthwick and I will do so after getting copies of the same soon,after

they are returned to me by Mr. Ramakrishnayya.

Yours sincerely,

B. T. Kesavalyengar,Esq,B.A., M.C.S.
Chief Secretary to Govt.of Mysore
Bangalore City.

POST CARD

ADDRESS ONLY

The Publication Assistant

Mysore Govt.

Bangalore City

Reply

Confidential

Dept R. Cover Sheet

8/11/78

Hannah Mitchell

15.11.38 Salem District

Sir

Just a reminder that I am still awaiting an early reply as per your letter of 2/11/38 thanking you in anticipation of same and hoping you are well

Yours sincerely

W. Bartholomew

Supt H.D.M.

P.S. It would save me a lot of stamps if you will kindly reply to your word

No. 179

For Insurance Notices see reverse.
Stamps affixed except in case of uninsured letters not exceeding 2½ tolas or one ounce in weight or on which no acknowledgment is due.

Rs. —As. 5/6
Date-stamp. 16

Received a registered * Letter
addressed to — Asst. W. Bartimeus
Revenue Division
Salem

* Write here "letter," "postcard," "packet" or "parcel" with the word "Insured" before it when necessary.

Initials of Receiving Officer.

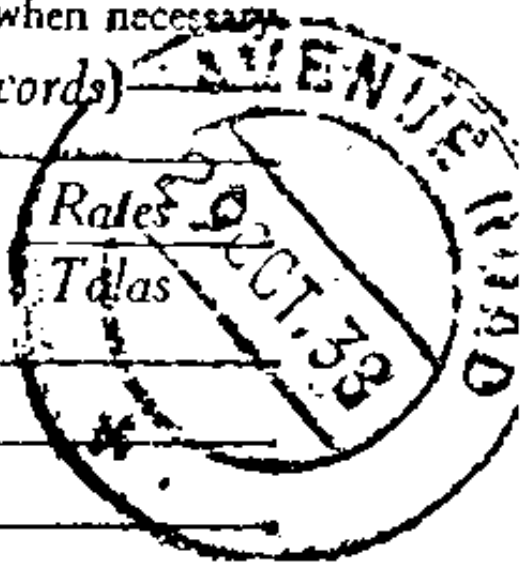
If insured.

Insured for Rs. (in figures) ——— *(in words)* ———

Insurance fee Rs. ——— *As.* ——— *(in words).*

Weight — *Rates* 0 — *Tolas*

Name and address of sender.



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Confidential.

8th Novr. 1938

The Chief Secretary to the Government of Mysore,
Bangalore.

I have the honour to state that Rev. Borthwick of Salem who appeared as a witness on behalf of Government in a case inrespect of the properties at Doddaballapur in which Mr. Midford was concerned has been persistently writing to me for certain documents.

As I was and am under the impression that he is trying to get some money out of Government I sent all the letters to the Law Department. They were returned back to me to be sent direct to the Rev. Borthwick.

The records in the meantime had been sent to the Revenue Commissioner in Mysore for reference.

Now he is again demanding the letters from me.

I am enclosing them for your kind ~~XXXXXX~~ perusal.

I believe that Rev. Borthwick is likely to ask Government for Rs 2000/- and that , that is the reason for his asking for the letters as he complains that Mr. Midford was paid and not he.

I respectfully solicit your instructions in the matter and if directed I will return the enclosed 18 sheets to him.

I have the honour to be, Sir,
Your most obedient servant,

Enc.18 sheets.

Public Prosecutor.

28th Octr.1938

Re.Midford's case.

I have the honour to state that the document in original was traced yesterday and has been sent to the Rev. W.Borthwick by Registered post to-day. A copy of my letter to him is also enclosed herewith for reference as also copies of the document.

I have the honour to be,
Sir,
Your most obedient servant,

Public Procecutor,
Bangalore Dvn,
Bangalore.

The Additional Secy to Govt
Genl Secy
Chief Secy.

STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES } ss.

ON THIS 8th day of January A.D., 1934, before me, GLENWOOD BALLINGER a Notary Public in and for the said County and State, personally appeared.----------known to me to be the President, and V. J. Jacques known to me to be the Secretary of the HEART OF INDIA MISSION BAND, Inc. the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknoledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Sd. GLENWOOD BALLINGER,
Notary Public in and for said
County and State.

Seal of the
GLENWOOD BALLINGER,
NOTARY PUBLIC,
LOS ANGELES CO., CAL.

563/38-39.

24th Octr.1938

The Director of Public Instruction in Mysore,
Bangalore.

Re. Heart of India Mission,Doddaballapur.

I have the honour to acknowledge receipt of your letter No.D.5 -1890 -33 of 37 -38 dated 18/19 October,1938, and to state that the records have since been obtained from the Revenue Commissioner in Mysore. After sorting them,the records pertaining to your Office will be sent.

I have the honour to be,
Sir,
Your most obedient servant,

Public Prosecutor,
Bangalore Dvn,Bangalore.

31st Oct 1938

From Rev. W. Barthmeck Supt N.I.M.
Kannankuichee, Salem District

To The Public Prosecutor, Bangalore

Sir,

I thank you for yours of Oct 28th enclosing original Power of attorney dated 8/1/34. as requested by you I am returning herewith by Registered letter post the two copies of the two General Powers of attorney sent by you as per your letter of 20/10/38.

As regards your remarks that threats were made in any of my letters to you I must take exception. Following the usual business procedure I simply gave you a friendly warning that if you would not attend to the matter early I would have to appeal to others to look into the matter. under the circumstance what else could I do ? In your letter to hand you still say nothing about the other eight documents for which you gave me a receipt. I have asked you repeatedly to return these. Have been told by officials that they were in their offices but had been returned to you with the request that you send them on to me. This you have not done neither have you offered any explanation of why you dont do so. Writing as you do about my position do you think that it is compatible with your position office to act in this way ? If you wish to make a copy of the letters send them around all the different departments I have no objection. all I'm asking is that you kindly send same by return or an explanation why you dont and when I may expect same.

Attended is a copy of the receipt for documents requested. Thanking you for an early reply

Yours sincerely
W. Barthmeck

see over for copy

Copy

Received from Rev W. Burthwick documents
(letterseta) in connection with the suit against
him by Mr J.C. Midford in the Court of the District
Judge Bangalore
eight documents
only

J. Parmar
advocate
6/10/1936

24th Oct 1938

From Rev. W. Boethnick, Supt. Head of Indian Mission
Kannankuichee. Salem District

To The Public Prosecutor, Bangalore City

Sir,

I am in receipt of yours of 20/10/38 in which you state you send certified copies of the two General Powers of attorney filed in Court 8/1/34 and 14/1/1933.

might I state I am amazed at this strange action again on your part. as you know I have repeatedly asked for original Power of attorney which I left with you along with eight other document for which you gave me a receipt. Need I repeat that I am not asking for copies but for those original documents I left with you. 2

Some of these I dates told were in the hands of the Secy of Mysore Govt and a letter just to hand from the Revenue Commissioner states that he has returned them to you with a request that you send them to me early.

I herewith again request that you send these original documents per return failing which I will have to take the matter up with the Dewan of Mysore the British Reside for Mysore

Yours sincerely

W. Boethnick

Edn. 93]

Postal Address :—POST BOX No. 8.
Tel. Address :—EDUCATION, Bangalore.

All replies to communications should be addressed to the Director of Public Instruction, and not to any officer by name.
In all communications this office Number in full should be quoted.

DEPARTMENT OF PUBLIC INSTRUCTION.

GOVERNMENT OF MYSORE.

OFFICE OF THE DIRECTOR OF PUBLIC INSTRUCTION IN MYSORE,

No. D5-1890-33 of 37-38

Bangalore, dated 18th October 1938, 19th

Encl.

20 OCT. 1938

From

The Director of Public Instruction in Mysore,
Bangalore.

To

The Public Prosecutor,
Bangalore Division, Bangalore.

Sir,

With reference to your letter No. 495 of 38-9 dated 10-10-38 stating that all papers connected with the Heart of India Mission, Dodballapur, were sent to the Revenue Commissioner, Bangalore, I have the honour to request you to be so good as to arrange for getting the records back and for returning the documents to this office early as the question has been pending from a very long time.

I have the honour to be,
Sir,
Your most obedient servant,

For Director. 19.10.38

MNR/18-10.

Sir, Re ———

I have the honour to acknowledge receipt of your letter no ——— of ——— & to state that the records have since been obtained from the Revenue Commissioner's office. After sorting them the records pertaining to your firm will be sent

I have

No. 054

For Insurance Notices see reverse.
Stamps affixed except in case of uninsured letters not exceeding 2½ tolas or one ounce in weight or on which no acknowledgment is due.

Rs. -As. 7/6
Date-stamp.

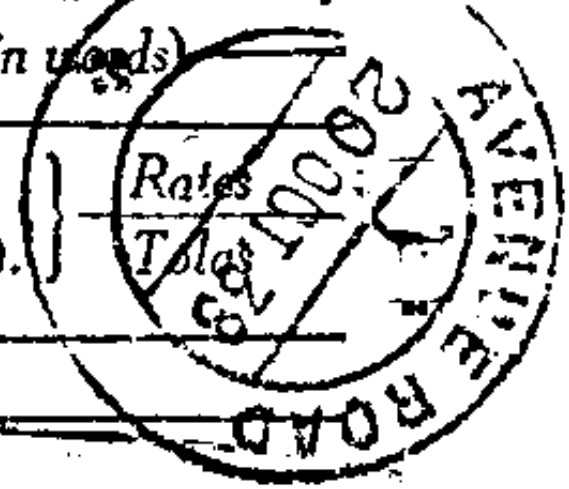
Received a registered * ———— addressed to Prof. W. Williams
Rockefeller
Ivanna Southern Line
———— * Write here "letter," "postcard," "packet" or "parcel" with the word "Insured" before it when necessary.

Initials of Receiving Officer.

If insured. *Insured for* Rs. (*in figures*) ———— (*in words*) ————

Weight — *Rates* —
Insurance fee Rs. ——— As. ——— (*in words*). — *Tolas* —

Name and address of sender.



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4 9 5/38-39.

4 9 5/38-39.

10th Octr.1938

The Director of Public Instruction in Mysore,
Bangalore.

Sir,

I have the honour to acknowledge the receipt of your letter No.D.5-1890-33/37-38 and to state that all the connected papers have been sent to the Revenue Commissioner through this Office No.....
dated .....

I have the honour to be,
Sir,
Your most obedient servant,

Public Prosecutor,
Bangalore. Dvn, Bangalore.

The Public Prosecutor. Kannankurichee

Bangalore 5/10/37 Salem Dt.

Sir applied for on 8/10/37 Thanks for certified copy of P/A as I think I mentioned it was the original I wanted as soon as you send me that I will send you original P/A No 2. The one you have is No 3 with fuller powers of later date. If the Govt wish me to come with it personally please see that thirty Rupees is sent to me before hand for expenses. I received nothing for my last visit. If you had mentioned it as Govt case (which it mostly is) I would have received expenses I am told; but you addressed it as the midpoint - Bathurst case. Think you can easily make it as one let Govt pay. They are more able to do so than I am. I have heard no more about the 2000 Rs owing me by Y.M.C.A who put blame on Mysore Govt

N.S.M.

sincerely W. Bathurst

From Rev. W. Borthwick, Supt Heart of Indian Mission
Kaimankuichee, Salem Dt.

To The Public Prosecutor,
Bangalore

4th Oct 1938

Sir,

I have not yet received papers which I left with you in connection with the midpod case.

might I suggest that if the Power of attorney is still in Court that at least you send along the other papers which you sent to Mr Ramakrishnayya (Govt. Secy's office) and which he said he was returning to you in order that you might send the same direct from your office

Thanking you

Yours sincerely

W. Borthwick

7th Septr. 1938

The Chief Secretary to Government of Mysore,

BANGALORE.

I have the honour to respectfully bring to your notice that in connection with a case filed against the Government of Mysore by one Mr.Midford, certain documents were produced by us through one Mr. Borthwick who was summoned as a witness and appeared in Court.

Some of the documents were returned to me by the Assistant Secretary to Government by his letter No. P(20)1. dated 30.8.38 I am returning the same to him by registered post.

Mr. Bothwick who was also a defendant and who purported to represent the Mission was summoned by us and paid batta attended Court on some occasions. I appeared on his behalf also and without charging him any fees in the Government.

I am enclosing for the information of Government a copy of letter received from Mr. Borthwick and my reply thereto. Documents filed in Court can be obtained only after some time. Applications in this case have been filed for the return of all documents and they will be in due course be returned.

Since in the meanwhile Mr. Borthwick whom I defended

free of all costs and paid even his expenses to and from Salem has chosen to write the letter referred. I am bringing this matter to the notice of Government.

I have the honour to be,

Sir,

Your most obedient servant,

Public Prosecutor,
Bangalore Dvn,

No. 188

For Insurance Notices see reverse.
Stamps affixed except in case of uninsured letters not exceeding 2½ tolas or one ounce in weight or on which no acknowledgment is due.

Rs. —As.—

Date-stamp.

Received a registered * addressed to

* Write here "letter," "postcard," "packet" or "parcel" with the word "Insured" before it when necessary.

Initials of Receiving Officer.

Insured for Rs. (in figures) —— *(in words)* ——

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Weight | *Rates* | *Total*

Name and address of sender.

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NOTICE (1).—The Post Office is not responsible for loss or damage in the case of inland registered articles, unless they are also Insured.

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R. P.-54.

Acknowledgment.

(To be returned to office of posting for delivery to sender)

RECEIVED a registered* ____ No. 181

addressed to (name) W. Burkhardt, Kammandant Lebedeva,
Salem St. Salem

† Insured for Rs. ____

† Weighing (*in words*) ____ tolas ____ rates

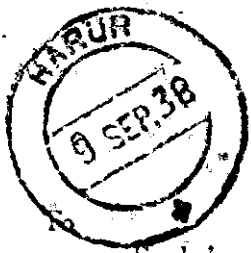
Signature of addressee W. Burkhardt

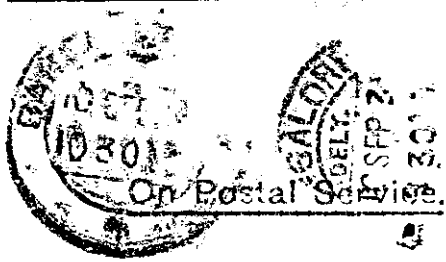
Date of delivery 9/9 1938

* Write here "letter," "post-card," "packet," or "parcel," as the case may be preceded by the word "insured" if the article is insured.

† To be filled up only in the case of insured articles, and to be scored out in the case of other articles.

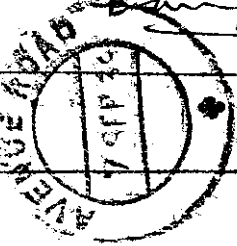
Lal Chand & Sons, Printers, Calcutta—No. 136B (A-93)—18-5-[illegible]1,00,00,000.





Sender's name and address. Office of the publicity in Provincial Bungalow Bungalow

Name-stamp of office of posting.



323
38 39

7th Septr.1938

Sent by Registered post.

W. Barthwick, Esq,
Heart of India Mission,
Kannankurchee, Salem Dt,Salem.

I am in receipt of your letter of 5/9/38. The Power of Attorney was produced into Court whn you were in the witness box and in a case in which you were a party. Applications will be filed for their return and the papers sent to you in due course. You may remember that in the case against you at your special request and on your representations that you were a Missionary . I appeared for you and got the suit settled in your favour and without charging you any fees and costs.

There are none of your papers with me detained for any personal purposes and any papers that you left with me must have been in connection with cases concerned with the Heart of India Mission or the Government of Mysore.

I have the honour to be,
Sir,
Your most obedient servant,

Public Prosecutor

2 Offices Kannankurichee

Salem District

The Public Prosecutor

Bangalore City

5/9/38

Sir,

I request you again to kindly return midfort papers along with original power of attorney left with you for which I hold your receipt If not returned within three or four days I will have to take the matter up with the Dewan

Yours sincerely

A. Venkatarama Reddy

Vice President

Heart of India Mines

Ltd

1092/28-39.
Fine records.
2-11-39.

To the Additional Secretary
to Govt of Mysore

All the records available in this
Office sent back to Addl Secretary.

87/38-39.

23rd August 8

The

The Additional Secretary
to the Government of Mysore,
Bangalore.

Re: O.S.19 of 35-36 on the file of the Additional District Judge, Bangalore. (Mysore Vs. Govt.)

With reference to your letter No.P.1061 dated 22nd August 1938, I have the honour to inform that a return application for the documents has been filed in court and the same will be forwarded to you as soon as they are received from court.

I have the honour to be,
Sir,
Your most obedient servant,

Public Prosecutor.

skn.

1092/28-39.

Fire records

2-11-39.

To the Additional Secretary

to Govt of Mysore

All the records available in this

Office sent back to Addl Secretary

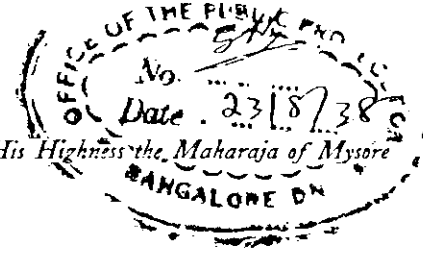
GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 20th August 1938.

P1061.

From



The Additional *Secretary to the Government of His Highness the Maharaja of Mysore*

To

The Public Prosecutor,
Bangalore Division,
Bangalore.

Sir,

Subject:- O.S. No. 19/35-36 on the file of the Additional District Judge, Bangalore (Midford Vs. Chief Secretary).

...

Sir,

With reference to your letter No. 45/38-39, dated 6th July 1938 forwarding some documents in the above case and stating that the remaining papers will be forwarded as soon as they are received from the court, I am directed to enquire when the remaining papers may be expected.

Submitted with draft for sig. 23/8.

I have the honour to be,
Sir,
Your most obedient servant,

M.R. Ramakrishnaiya

jgn/2. For Additional Secretary to Government.

No. 036

For Insurance Notices see reverse.
Stamps affixed except in case of uninsured letters not exceeding 2½ tolas or one ounce in weight or on which no acknowledgment is due.

Rs. As.

Date-stamp.

ived a registered *

Address to

* Write here "letter," "postcard," "packet" or "parcel" with the word "Insured" before it when necessary.

Initials of Receiving Officer.

If insured.

Insured for Rs. (in figures) ——— *(in words)* ———

Insurance fee Rs. ——— *As.* ——— *(in words).*

Weight / *Rates*

Tolas

Name and address of sender.

From

The Director of Public Instruction in Mysore, Bangalore.

Re

To

The Public Prosecutor, Bangalore Division, Bangalore

No. D, 1890-118/37-8 Dated 30.7.38

1 AUG 1938

Sir,

I have the honor to invite your reference to the communication noted in the margin and to request you to be so good as to cause a reply to be sent to this office as early as may be convenient.

Correspondence ending with this office letter No. cited above dated 16.6.38 re: Return of certain documents sent through the Deputy Commissioner, Bangalore in connection with the case against Rev. J. C. Medford about the properties of the Co-Heart of India Mission at Doddaballapur.

It may be added that the communication has been pending with you for over four months.

I have the honor to be,
Sir,
Your most obedient servant,

P. Rajaveln
FOR DIRECTOR.

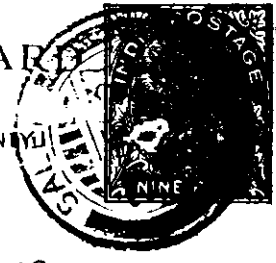
The records may be returned

8/8/38

CJA/9/200C.

POST CARD

ADDRESS ONLY



The Public Prosecutor

Public Offices

Bangalore City

Kannankurichee

29/9/37 Salem District

Sir,

I will be glad to have my power of attorney which I left in your charge

Sincerely

W. Borthwick

G. S. DORASWAMY IYER, B.A., B.L.,
PUBLIC PROSECUTOR,
BANGALORE CITY.

BANGALORE CITY,

Dated, 20. 7. 39.

Confidential Personal

Dear Sir,

I have the honour to request you to kindly let me know for my personal information whether my file of correspondence and acknowledgments handed over to you in connection with my mother's case are in order.

Thanking you.

Yours sincerely.

G. Doraswamy Iyer.

B. K. Ramakrishnayya Esqr
Asst Secretary
Rao Bahadur Mysore
Bangalore

Kannankurichee

2/11/36 Salem District

Dear Sir

I thank you for your defence papers to hand which I have duly signed and return herewith. In paragraph 20 I have included the word not sold to Plaintiff refering to furniture. This I expect is what you mean. As I wrote the other day the mission has no funds and is in fact two months behind with worker's salaries. As I said if you can get the 2,000 Rupees owing from Y.M.C.A. who blame Mysore Government for non payment then I shall gladly share with Government expenses of the case. Or if we can recover expenses out of Medford we will be able to do something. I have a list of mission furniture which he says he received written in his own handwriting. Must be worth 300 R's But who knows he may have sold it by now. Still we ought to be able surely to recover something if an eye is kept on the place meantime.

If you should have to wire for me. Kanyankurchee, Salem will find me. Salem is the telegraph office. From there it would be delivered to Kanyankurchee post office three miles off. A letter reaches in one day from Bangalore arrives in Post Office 8 A.M. Will keep a look out between 12 & 1 P.M. The Power of attorney asked for will be sent as soon as you send the one I left with you or Court.

Hoping for speedy success

Yours sincerely

W. Borthwick

note no to at end of my name only a her flourish to last letter

K

Have received no word from America as regards their summons. I wrote Dewan Bahadur Matthan two weeks ago about the Y.M.C.A's position. Have received no reply yet.

I wrote Devan Balasingham about it. I don't care but have no reply so far

Kannankurichee

9th Nov 1936 Salem D1.

9/11/36

Dear Mr Doraiswamy

I was hoping a small school case here would be finished yesterday but as the school committee failed to come to examine papers it was postponed. This means that I dont want to part with all my P/A's as I never know when they may call me. However if you send me back by registered post the P/A I left in court I will send on the one you mention which was used in the Madras case. The other two I can bring with me if necessary or send you copy. one you have in court

As I wrote the mission is not able to defend itself financially. You might please make this clear to Government I was advised by friends (not my lawyer) to leave it to Government to fight. Mr Graham however said it would weaken the case and so I was willing to help all possible finances apart. Either

the Government or y.m.c.a. have to give me 2,000 Rupees on the property. The y.m.c.a. claim the Government have not done their part. I think Government has to some extent at least but this is not for me to decide. All I know I was to get 4,000 Rupees I have only received 2,000 Rupees. Because of the extra 2,000 Rs promised by y. I included private property (an hospital etc in the deal)
Can you blame me if now I say pay up If you want me to defend the case. what gain will I get out of it I sold it to Government pointing out that they would have to deal with Mudford who was in Museum. Can they expect me after cutting down price as they did to go to further expense in defending the property? And so I'm willing to help but am not able financially unless the 2,000 Rupees due by y. is paid me immediately. Kind regards

W. Borthwick

Kannankurichee

29/10/36 Salem Dt.

Dear Mr Doraswamy,

Glad to receive your note and to know Govt was clear. Suppose the next phase in the battle will be I had no right to sell to yr because Dr Vincent had already sold to midford as regards that I find, that Dr V's P/A gave him no power to sell property being only a general one as mine's was. The Govt insisted on me getting a new one empowering to sell. ~~Hence~~ My first one I see also revokes all former P/A's as regards miss Young she had no authority to do anything. She was not at the two Board meetings I attended in America. Have a letter from Sec/ saying she was to work under Dr V — Supt Ken as regards the Board cabling midford to put 6,000 Rs in Bank. This I should think would have legally to go through me as I held the P/A

I can't think of any other claims he may bring up The furniture is the only thing with which I had anything to do but that is a minor matter. Trust you'll win again & that when things are settled you may help me to get the money the Y.M.C.A. promised

Yours sincerely
W Borthwick

I don't mind paying my own expenses but I'm helping them & am entitled to other expenses

Sorry can't find original letter of Y. but here is a copy I have dated Dec 1932 Case against Isaac Y.M.C.A. secy for trespassing was in Nov 28th 1932 at Dublin Isaac wrote my lawyer pleased to count that he has no bank a/c and a pauper's certificate has been granted to him by Dublin Judge Boyle ment. He has no property (He used to talk a lot of having a gold mine)

30/10/36

Yours to hand to-day Don't understand what you mean by 100 R's expenses. Will send the other as I see it I'm helping Govt. P/A next week to defend their property, seems they ought to pay fees etc This was the reason I asked you to make it a joint case and keep down expenses. What gain comes to me in

Kannankinchee

5/11/36 Salem District

Dear Mr Doraswamy,

Yours of 2nd Nov. to hand. I am writing the Chief Secretary Government of Mysore Bangalore (I presume he's the one to write to) explaining the situation as I have explained it to you. Needless to say our Home Board are far from pleased with the deal and then to expect us to further defend it financially is surely more than can be expected.

Will await the reply of Govt in the matter

Yours sincerely

W. Borthwick

Kaimanknichel

21/12/36 Salem District.

Dear Sir,

Have heard nothing from ... as regards expenses or the 12,000 Rupees owing to me from Y.M.C.A. I presume case is going on as I heard midford was asking for Dr Vincents' Power of attorney which Dr.V. he left with Major Denton 12 Cunningham Rd when he sold property there. Have just sent major Denton a notification note from American Board in which they say they gave Dr. V. authority to sell 12 Cunningham Rd. The same I should think would be required by midfords supposing he bought place at Ooty as he claims.

Have just received a card from Dr. V. in which he says he did not receive 100 Rupees from midford but that he was continually borrowing from him

Xmas greetings W. Boothwick

Duplicate Archallen 21/7/32

To Rev. W. Borthwick

Dear Sir,

I am in receipt of your letter of this date: I take great exception to your repeated request for the land deeds. It is quite apparent that you are so accustomed dealing with Indian christian liars that you know not when you are up against the truth! Have I not already told you that I handed these deeds to Dr S. P. Chinnappa

Yours faithfully

J. C. Midford.

Borthwick

Sec 21/10/36 on the way to Kammankurchee

The Public Prosecutor

Bangalore City 6/10/36

Sir,

If it will be helpful please remember to see if mr midford is insolvent. The lawyer whom I'm told brought this out in Doddballapur Court on behalf of mr Isaac of Y. M. C. A. mr R. Shariff M.A. Commercial SI office above Western Stores will see if I have any other letters. After taking charge at Doddballapur I paid taxes etc. If mr midford had bought over place seems he should have paid. I see a copy of a letter from Dr. V. to Director of Public Instruction dated may 11th 1932 saying he had transfelled property to mysore assocn stating the Govt would approve of this. Vincent gave it to midford how could he so give to the assocn it'll leave it to your judgment as to if it would help in winning our case

Yrs sincerely

H. W. Boothroyd

Get that a Miss Morrow resident at Doddballapur Ford. for keeping his lawyers

If he bought place why

should he have deeds

to Dr. C.

of course he might say the fact he
had the deeds showed the place was given
to him

The Public Prosecutor

Bangalore City. 6/7/38 Kamalakkirichee 13/10/36 Salem District

Encl. 6 Enclosures

Dear Mr Dorgswamy, Yours of 6/10/36 to hand as requested I am sending a few letters which I trust will further help in defending our case against Midford.

Letter No I of Jan 14 - 1933. states the mission case very clearly. Have other letters bearing on same subject but I think this sums it up pretty clearly. Needless to say he did not get 6,000 in Bank

No II is in Vincents handwriting telling me how to write this was after his resignation when I took charge.

III Copy of a letter of Vincents to Z. Johin

IV account from midford shewing he was out there as a servant or watchman + paid for looking after things

note in letter I midford said he would not deal with Vincent or me. Why? Was it because he knew we had found him out and so thought she would have a try elsewhere? Why does he deal with us now

Have other letters but they are mixed up with other correspondence. If there is any other point you would like clearly stated let me know and I'll see if I have anything bearing on the subject. I have nothing written from Dr Vincent but he told me midford never paid him a penny but he had often given him money. The question might come up why did Vincent give him a note saying he had received 100 Rs earnest money. If this is so the only explanation I can think of is that midford wanted to give it or that he got it from Vincent in order to protect him as he said officials mothers were continually worrying him and so Vincent gave him the note to protect him until dispute was over. But Vincent did not tell me this. It is only my surmising but he did say midford did not pay him a penny. His begging letter I left you will bear this out. He used to ask me for money also but as I'm Scotch he never got it. If

me on the witness stand feel free to put me up at any time. Am afraid of nothing except they might surprise me in some technical point. Dr Vincent was taken in badly by Midford at first but I dont know how much he has committed himself in writing. He was busy with medical work and language study and after taking Midford in (he had been put out of his house at Midford Sowers and made a pitiable tale to Vincent) and feeding him thought he might use him to look after Dod. and do some clerical work for him. The camel got his nose in, then hump, then all stuck together with tent rail. That was how things were when I came down from vacation on hills.

Vincent did not leave till Jan 1st of this year. Why did not Midford leave but came before

as regards Miss Young she had no authority to do anything. She may have been on Board nominally Have a letter of hers in which she writes Dr. V. hoping she'll get off to America without any one knowing. We might make some fun of this & ask why was she afraid? afraid of Mysore police?
However as I dont think she counts we'll not bother with her. She was also badly fooled by Midford
I see by our Mission Bye laws that I as Supt am ex officio a member of Home Board.

Furniture I have a threatening note of Midford's saying furniture was given to him (if it was by Miss Young it does not matter but dont know if Vincent gave note and so as I know what happened to more than half of furniture I'll keep it. Midford says he was waiting on it coming back thro. Chinnakka. All right That suits me. So will keep it

Says also Chinnakka had land deeds

Dont suppose you're bothering about furniture. Midford has about 300 Rs worth which he got off with to Boys Home. Might be worth watching. See he does not sell it Did Pratt come as witness? I see in another letter he confesses he had taken original documents with him to his mother in law Mrs Bolton

Let know of anything else I can do sincerely
J. V. Bosworth

The Public Prosecutor
Bangalore City

8th Oct 36

Kammankuichee
Salem District

Sir

Enclosed further copy of some more of Mr M's correspondence. On the witness stand I said I did not remember having asked him for deeds. Seems from his letter I must have He calls them land deeds says he gave them to Dr Chinnappa D.P.I. who was supposed to be President of Mysore Assocn.
I think Mr Platt's name was mentioned as witness for the 10th. If he comes might say that he knows where all the original documents are as he is the son in law of Mrs Easton. As you know he Dr Vincent on _____ left and he went off without properly handing over things so left us a little confused. I met him the day I was in Bangalore and we were quite friendly but it was only after I heard his name mentioned as a likely witness. I have a cable here in which our secretary Mr Jacques says that when they asked Mr Platt (who went to America) what he had done with the documents he said he had handed them over to Dr. V. (Dr V. says he did not) You've noted in the letter I gave you Mr. M. asks Dr V. if he had yet received P/A for him. You might ask Mr. if you get the chance if a P/A

is necessary to buy the property. The fact is he talked a lot to Vincent about selling the property for us but he could not do so without first getting the P/A. (so he said) Of course when I heard this I told V. to look out. When going through the bazaar street in Dodballapur some of the merchants asked Dr V. myself if M. was on our staff as he was owing them money. We warned them that he was only there as a watchman and that we would not be responsible for any of his debts. You can see in his letter he begs Dr V. for a loan else Otherwise he would be put in court. Not being able to pay his bazaar bill how could he buy property Perhaps these points may help either in this or the other case. Trust you'll soon be able to clear it up. If Klatt comes please do not bring up the past unnecessarily. If only if it would help our case. Let them (M.) try to introduce some dirty stuff if they want to. With all the evidence we have we surely dont need to bring in family quarrels

On looking over the registered P/A I see it was signed before C.H. Johnston Notary Public. Mr Johnston was at the same time our Vice President, and acting President: that being so surely the P/A must be in order. I note also that in some letters previous to that Mr Jacques is down as Vice President also secretary. Another time when P/A was written (on strength of which I sold property) Mr Johnston was acting President and so have no doubt the whole transaction had the authority of the Board behind it

surely W Borthwick

Received Cameron's money he has taken it directly to Mr Klatt's office. Is it in connection with the sale of property?

From Rev W. Borthwick M.A. Supt Head of Indian Mission
Kannankurichee, Salem District

To G. S. Doraiswamy Iyer, Esq B.A. B.L. 11th Sept.
Public Prosecutor Bangalore City.

Sir,

I am in receipt of yours of Sept 9th 1938 for which I thank you. as you may remember at great inconvenience I attended on behalf of the Mysore Govt and left certain papers with Power of Attorney which I think went for to settle the midford case in favour of Govt. for my last journey I received nothing from Govt from for travelling. I think it was your duty to see that I did. I have written several times for letters left with you and P/A. The case was settled long ago. I understand midford got over a thousand Rupees out of it. I cant even get my papers back. When I called lately the assist. Secy to Govt pointed to them in his drawer. Said he was sending them to you. in order to get you to send them. The P/A he said was not among them. applications will be filed for their return, you write after being sent to Secy were they again put in Court? In your representation that you were the Public Prosecutor I left these papers with you thinking you would return them immediately if not sooner. Had I not had another P/A I would have been stuck in a case lately where I had to prove I was Supt in order to get some Govt money. I therefore request you to kindly send all papers in hand by return post and if this P/A is not among them take whatever steps is necessary to recover same return to me charging Mysore Govt with any expense incurred by you.

W. Borthwick